

Date: February 23, 2014

Mr. Joseph P. Doxey
Pure H2O Bio-Technologies, Inc.

[REDACTED]

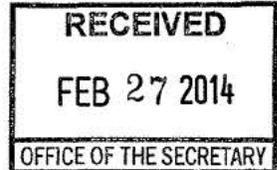
The Honorable Cameron Elliott
Administrative Law Judge
Securities and Exchange Commission
100 F Street, N.E., Washington, D.C. 20549

Mr. Ryan Farney and Nina Finston
U.S. Securities & Exchange Commission
Division of Enforcement
100 F Street N.E. Washington, D.C. 20549-5030, Telephone: 202.551.4543

Received

FEB 26 2014

Office of Administrative
Law Judges



Re: In the matter of Joseph P. Doxey and Daniels Proceeding File No. 3-15619

Pure H2O Bio-Technologies, Inc., ("PHBT") (the "Company") reply to Disposition as per Honorable Judge Cameron Elliott. Thank you for granting the extension of time until Wednesday February 26, 2014.

Please be advised of the below Exhibits (F-1), (F-2) and (F-3):

Felkner's Statement that Silver TTO System Pre-Certification Testing was Complete

Exhibit F-1 encompassing emails dated August 1, 2008 Felkner to Mark Jones, M.S. proposed news release sent to Joe back in June. "Pre-Certification Testing Results for Integrated Delivery System" written by Dr. Cecil Felkner his explanation to what has been accomplished.

Email dated June 8th 2008 Felkner to Doxey "Here is the news item for release". Successful pre-certification, successful disinfection to exceeding levels of detection of live pathogens. "Pre-Certification Testing Results for Integrated Delivery System" written by Dr. Cecil Felkner.

Exhibit F-2: Email dated June 18, 2008 Doxey to Hargy & Boudreaux, keeping you in the loop crate delivery. Email dated the same: Doxey to Elena Doxey regarding UPS Store.

Exhibit F-3: Email dated June 19, 2008 Hargy to Doxey acknowledgment to pack up Hospital System -waiting on delivery of crates from Florida.

Comment: These dates and written information are very significant based on the fact that Felkner stated that we completed the tests at Clancy. We sent checks, sent crates to ship the system back to Dennis Boudreaux, P.E. in Boynton Beach, FL to prepare and send the system to NSF for final certification. We received the Hospital System, Model 7000 from Hargy in late June of 2008, with the understanding that we will get to NSF in Michigan by end of August -September 2008.

EXHIBIT F-1

From: "Ira Felkner" [REDACTED]
To: "Mark Jones" [REDACTED]
Sent: Friday, August 1, 2008 7:16:06 AM
Subject: Fw: attachment

Mark, this is a proposed news release that I sent to Joe back in June, which briefly explains what has been accomplished. In a word, integration of the disinfectant into the delivery system was successful and the disinfection level was at least as good as was achieved in the bench-level reactor experiments performed by Clancy's laboratory. (as a by-note, the system is being 'twiked by Dennis' and will be chemically monitored for actual delivery of TTO).

Regards, Cecil

----- Original Message -----

From: Ira Felkner
To: Joe Doxey
Sent: Sunday, June 08, 2008 2:29 PM
Subject: attachment

Hello Joe, Here is the news item for release if you want to approve it and release it. I will talk to Hargy and Jennifer to see what can be done about raw data and other studies. I'm having a bit of trouble manipulating the PC for attachments, but did manage it this time..PC only wants me to attach pictures. Regards, Cecil

Pre-certification Testing Results for Integrated Disinfection System

Pure H2OBiotechnologies, Inc. is proud to announce the successful pre-certification testing of an innovative drinking water treatment system. For several months, Clancy Environmental Consultants, Inc. has been testing the efficacy of a water purification system, using tetrasilvertetraoxide (TTO) for killing pathogenic organisms not killed by the traditional water treatment by halogenated compounds such as chlorine, bromine, and fluorine. The primary goal was to achieve disinfection of *Cryptosporidium parvum*, a protozoan that has caused worldwide concern, including severe diarrhea in most individuals and even deaths for immunocompromised individuals, and which is especially difficult to eradicate. In addition, tests included disinfection of *Escherichia coli*, an important enteric pathogenic organism. Both of these pathogens enter the water distribution system due to contamination from animal and human feces.

The testing was to ensure that a completely integration of disinfectant (i.e., TTO) and the delivery system could achieve the same level of disinfection previously achieved in basic research studies performed in a batch reaction system. Briefly, successful disinfection to exceeding the level of detection of live pathogens was achieved. Chemical analyses performed in parallel with these studies assured us that the appropriate concentrations of TTO were being delivered to the holding tank, where contact with the pathogens was achieved. These results are now sufficient to allow PureH2OBiotechnology to take the system through certification, the next step before marketing, manufacturing, and sales.

EXHIBIT F-2

----- Original Message -----

From: Joseph P. Doxey

To: [REDACTED]

Cc: Tom Hargy

Sent: Wednesday, June 18, 2008 6:10 PM

Subject: Fw: Pure H2O Bio-Tech UPS Delivery

Tom

FYI below... keeping you in the loop. We will keep you informed via e.mail regarding the timing with the delivery of our empty wooden crate built to fit our system.

Transit System Inc.a/k/a/ "Yellow"

I.D. Number or Purchase Number : 26755

----- Original Message -----

From: Joseph P. Doxey

[REDACTED]

Sent: Wednesday, June 18, 2008 5:21 PM

Subject: Pure H2O Bio-Tech UPS Delivery

Gentlemen

We thought we shipped today from: "UPS Store" (actual name) located at 9858 Clintmore Road, Boca Raton, FL 33498 Telephone:(561) 883-1212 Contact Person : Ms. Phylis Garcia

Upon calling Ms. Garcia to verify the details of the shipment she set me back in my chair. She told me that our crate went out this afternoon. She went on to say that she brokered out our crate to another carrier a/k/a Transit Systems Inc, ("TSI") or "Yellow". The person from TSI who signed off with Phylis Garcia at the UPS Store is Neil Vide. The create is insured for only \$100. 3-7 business days for delivery, she says it could be sooner.... and will keep tract of the driver day to day via email untill it arrives in St. Albans Vermont.

Note: Since we were only sending an empty crate I did not say anything until she finished with "I use them all the time", "it would have cost more going the other way" on and on... eventually I told her that Elena worked hard to find the right carrier and it came down to UPS not TSI who I do not recognize. If the Hospital Disinfection system was in the crate with the understanding that UPS was our major carrier and it was switched to another carrier, I told her that we would own your store if it was lost or not. I told her today's special new report concerning an 18 wheeler freight truck went off the road and product all over the highway. The only writing on the side of the truck was the word "FREIGHT". no company name was seen or written anywhere on the truck. Desiel gas is over \$5.00 and the black market thugs are stealing the gas and making better deals on deliveries.

I told her that Fed Ex will insure upto \$50,000, UPS Freight \$5,000., UPS Ground \$5,000., What does TSI insure upto? She did not know. I suggested that in the future to let your customers know of any adjustment or change in the transaction before you act. She understood and stated that she will take good care the next time. We need to reconsider the shippment from Clancy to Florida.

EXHIBIT F-3

----- Original Message -----

From: Joseph P. Doxey
To: Tom Hargy
Cc: Ira Felkner
Sent: Thursday, June 19, 2008 5:02 PM
Subject: Re: Pure H2O Bio-Tech UPS Delivery

Good afternoon Tom

We are sending out tomorrow 06-20-08 a check made payable to Clancy Environmental Consultants Inc., in the amount of \$5,000, check # 874 via US Postal Service for Phase II Testing Cryptosporidium.

<u>Date</u>	<u>Check Number</u>	<u>Amount</u>
04-28-08	112	\$2,000.
06-19-08	874	\$5,000.

Secondly, upon receipt of the above check in the amount of \$5,000, please forward the invoice via fax transmission 561-218-6169 or email reflecting the total amount received and total amount due. We have record of all the past invoices except the Phase II Invoice. We have not confirmed a carrier as of this date. We will speak to next Tuesday 24th or Wednesday June 25th, to let you know of our decision for pick-up...Thank you and have a nice week end.

----- Original Message -----

From: Tom Hargy
To: Joseph P. Doxey
Sent: Thursday, June 19, 2008 8:08 AM
Subject: Re: Pure H2O Bio-Tech UPS Delivery

OK, I'll deal with the crate when it gets here. I will be out of the office until Tuesday June 24, but I doubt it would get here by then, anyway. Just arrange to have a shipper pick the unit up. We do not have a loading dock, so the package will have to be lifted into the truck from the ground. A truck with a lift gate might be necessary, as the unit itself without the crate is very heavy.

We have not received any payment from you, and I had understood you would be overnighting a payment earlier this week.

Tom

Thomas Hargy
Senior Scientist
Clancy Environmental Consultants, Inc.
20 Mapleville Depot
PO Box 314
St. Albans, VT 05478 thargy@clancyenv.com 802-527-2460 fax: 802-524-3909

June 19th 2008 Clancy's work in Vermont was finalized at this juncture according to Dr. Felkner.

Comment: In June 2008 the Company's cost to build custom crates exceeded (\$1,200) as we outsourced the work. My wife worked with UPS and had shipped the crates to Tom Hargy at Clancy Labs (\$600.). Tom Hargy was in dialogue with Joseph P. Doxey in regard to the shipment **See Exhibit F-3 above**, and also requesting Hargy to forward all intellectual data, Q &A's, test reports, letters, hand written notes, photo's, etc. **to be complied in an organized manner for presentation to NSF upon our arrival, particularly, Maren Rouche and Ellen Van Buren.** Clancy's work in Vermont was finalized at this juncture according to Dr. Felkner. The Company received all the requested documents from Hargy, sent checks for work completed and we received delivery of our Hospital System as it was sent directly to Dennis Boudreaux, P.E., located in Boynton Beach Florida.

It was never stated by either Tom Hargy or Dr. Felkner at this time the 19th day of June 2008 that we needed to conduct more tests. It was also suspicious to the Company why did not Hargy or Felkner further the contact time in regard to the Cryptosporidium in the holding tank from one (1) hour that resulted in a reported 1.7 log reduction to a two-three (2-3) hour of contact time that would have resulted in the Clancy's final report the qualifying (3) log reduction requirement for cyst reduction as stated in NSF's P231. Felkner knew about 1.8 log reduction back in February 2006. See below Exhibit F-4 email dated February 25, 2006 Felkner to Doxey Subject: Conversation.

EXHIBIT F-4

Dennis/Mark check this email out Felkner knew in 02-25-2006 (1.8) log reduction was achieved. Twenty Nine (29) Months paying his fees @ \$4,000 per month (\$116,000.) plus Clancy's fees. 02-25-2006 - 06-19-2008 Felkner knew & did nothing about reaching 3.0 log reduction requirement to meet NSF criteria.

----- Original Message -----

From: Ira Felkner

To: [REDACTED]

Sent: Saturday, February 25, 2006 3:02 PM

Subject: 02-25-06 Conversation

Hi Joe,

The following subjects were discussed by you and me on 2-25-06:

- discussed state of R&D with Dennis Boudreaux e.g., activation of TTO with potassium monopersulfate and results at 1, 2, and 3 mg/L
- Saw a dose related increase in concentrations of TTO in data from Tom Hargy of Clancy's Lab
- Each set of experiments showed improvement in responses such that approximately 35, 65, and 87% kill with *Cryptosporidium* was obtained with 1, 2, and 3 mg/L of TTO (with 5X potassium monopersulfate added to each concentration). 87% kill represents a 1.3 log

reduction [it was noted that a max of 98% kill or 1.8 log reduction has been achieved. The EPA goal is a 2.0 log reduction (99% kill).

- There needs to be testing of TTO in the treatment system to determine whether recycling can be achieved or whether removal by precipitation by salting is needed. Use E. coli as the test organism
- The efficacy in killing oocysts of Crypto. needs to be improved before going to NSF...Consult with Dr. Stephanie Olexa (Benchmark Analytics) on possible ways to monitor for soluble Ag and what might improve activation of TTO
- May wish to establish a relationship with Natural-Immunogenics who claim a product that is 97-98% ionic silver since ionic form may be the most active for killing microbes.... nanotechnology methods....untested with Cryptosporidium oocysts.

Will talk again soon, Cecil

EXHIBIT F-5

----- Original Message -----

From: Joseph P. Doxey

To: Joseph P. Doxey

Sent: Monday, June 18, 2012 12:27 PM

Subject: NSF communication w Felkner June 4th 2007 regarding cyst reduction.doc

PROBLEM (At 11:43AM Felkner receives notice from NSF that Cyst reduction requires 3 log. At 12:19 PM Felkner writes to me stating cyst reduction requires (2 log.) **Did he not just read Van Buren's email? In thirty minutes or so he is still @ 2log?**

----- Original Message -----

From: Ira Felkner

To: [REDACTED]

Sent: Monday, June 04, 2007 12:19 PM

Subject: Fw: NSF Protocol P231 Certification

Hi Joe, This is the information that I received from NSF today. We have not tested against Giardia cysts, but they should be more easily killed than Cryptosporidium. As of today, Cryptosporidium is not an EPA requirement per se, but probably will be in the future. As it stands now, **it appears that Crypto will require about a 2 log reduction** based on what has already been approved for ozone and UV. I will make arrangements to call Ellen Van Buren on Thursday, so we can see where we stand. We may want Clancy to run an experiment against Giardia and maybe some viruses and perhaps those bacteria listed by P231 before having NSF doing testing. I will give you a call later today. I think we will be O.K. but we can talk. The cost will be something **over \$55k if we use NSF**...Maybe EPA can do something cheaper.

Best Regards, Cecil

EXHIBIT F-6

----- Original Message -----

From: Van Buren, Ellen

To: [REDACTED]

Sent: Monday, June 04, 2007 11:43 AM

Subject: NSF Protocol P231 Certification

Dear Cecil

Thank you for your interest in NSF International and the services we offer. My associate, Bruce Bartley, has shared with me your interest in certification and I have spent some time reviewing your website. As your primary claim appears to be disinfection, NSF Protocol P231 - Microbiological water purifiers would be the most appropriate protocol for certification. I have attached a copy of P231 along with a general cost estimate. **P231 requires a 6 log bacteria ****reduction, a 4 log virus reduction and a 3 log cyst reduction.**

I would suggest a conference call to discuss this in more detail. Please let me know if there is a day and time this week that would be convenient to schedule a call. Thursday morning is very open for me. I'll look forward to hearing from you.

Best Regards,

Ellen Van Buren Account Representative

NSF International 789 N. Dixboro Rd.

From: [REDACTED]

To: [REDACTED]

CC: [REDACTED]

Sent: 9/10/2010 12:52:22 P.M. Eastern Standard Time

Subj: Fwd: Fw: NSF Protocol P231 Certification

Comment: The Company was stified wondering at this time that Felkner did not know the (3) log requirement was the accepted criteria or even Hargy not knowing meeting the requiremnet of 3 log was going to be an issue.

The fact that both Hargy and Felkner make their living from companies on paying big dollars for testing, time is money. Immediately, Joseph P. Doxey wrote a letter of concern to Mark Jones, M.S. and Dennis Boudreaux. We gave Felkner the benefit of the doubt that he knew what he was doing and would direct Dennis Boudreaux to increase the Silver TTO output or increase the contact time up to 2-3 hours to be safe. This meant that the system would have to be sent back to Clancy for another trial. Clancy would have to put Cryptosporidium into the system. There was no discussion by Hargy or Felkner to the Company. The bottom line was more money in their pockets. Both parties withheld information, breached their trust and honesty, where it would have been cheaper in cost to have flown to Clancy in Vermont to prepare the system for NSF then run the Cryptosporidium. Further, the end water testing to document that the Silver TTO was stripped out along with the end water regarding the toxicology test would be conducted at US Bio-Systems aka/ Genepure at Florida Atlantic University Research & Development or in house. These two tests are simple to do and the down time would not exceed one week.

EXHIBIT F-7

From: Ira Felkner [REDACTED]
Sent: Friday, May 30, 2008 11:54 AM
To: Van Buren, Ellen
Subject: Re: Use of NSF Mark and NSF Name
Importance: High

Ellen, Can Joe say that we are now finished with pre-certification of the product...without referring to NSF as the certifying entity? This should not infringe upon your NSF mark.

Regards, Cecil

----- Original Message -----

From: Van Buren, Ellen
To: Ira Felkner
Sent: Friday, May 30, 2008 3:07 PM
Subject: RE: Use of NSF Mark and NSF Name

Cecil,

As long as you don't make reference to NSF, you can use any wording that you wish.

Best Regards,

Ellen Van Buren
Account Manager
NSF International
Phone: (734) 827-3822
Fax: (734) 827-7785

From: Ira Felkner [REDACTED]
Sent: Friday, May 30, 2008 11:54 AM
To: Van Buren, Ellen

----- Original Message -----

From: Ira Felkner
To: Joe Doxey
Sent: Friday, May 30, 2008 3:52 PM
Subject: Fw: Use of NSF Mark and NSF Name

I suggested that we say "all of the pre-certification tested has been successfully completed" and we are soon beginning the process of certification. Tom should get the results from Genapure on Monday....Hope you get investments very soon...

Regards, Cecil

Comment: This is May 20, 2008 Clancy finished the Cryptosporidium testing on June 19, 2008

EXHIBIT F-8

Comment: Very disturbing –we never received this email from Felkner or Hargy. They both kept this information from the Company. The email was sent by Hargy April 1, 2008 to Felkner.

----- Original Message -----

From: Joseph P. Doxey
To: Joseph P. Doxey
Sent: Saturday, June 30, 2012 1:39 PM
Subject: Fw: Explanation Tom Hargy 3rd paragraph?

----- Original Message -----

From: Joseph P. Doxey
To: Joseph P. Doxey
Sent: Tuesday, June 19, 2012 7:25 PM
Subject: Explanation Tom Hargy 3rd paragraph?

From: Tom Hargy
To: Ira Felkner
Sent: Tuesday, April 01, 2008 2:07 PM
Subject: Re: Silver samples

I ran the 3 crypto disinfection tests and a process control. All went smoothly. I allowed stabilization period for TTO to contact before introducing the oocysts. Then min contact period that ended with filtration and flushing of the filter with buffered DI. I sampled the TTO reservoir for once (only used one fill for all tests) and sampled the holding tank for silver for each test, after stabilization (just before introducing oocysts). I expect results by next Tuesday.

I will not be doing the crypto removal tests (seeding upstream of system, sampling inlet and outlet) until next week at earliest (I am away tomorrow through Sunday).

I actually have concerns, given your interest in NSF involvement, that the filtration test I had suggested would not meet NSF criteria and so would be waste of money for Joe. Cecil Please explain

Tom

Thomas Hargy
Senior Scientist
Clancy Environmental Consultants, Inc.
20 Mapleville Depot
PO Box 314
St. Albans, VT 05478
thargy@clancyenv.com
802-527-2460
fax: 802-524-3909

EXHIBIT F-9

----- Original Message -----

From: [Ira Felkner](#)

To: [Tom Hargy](#)

Sent: Tuesday, April 01, 2008 1:37 PM

Subject: Re: Silver samples

Hi Tom, Did you get started yesterday? If so, I hope all went well. Regards, Cecil

----- Original Message -----

From: [Tom Hargy](#)

To: [Jeff Gross](#)

Cc: [Dennis Boudreaux](#) ; [Ira Felkner](#)

Sent: Monday, March 31, 2008 10:42 AM

Subject: Silver samples

Jeff,

I will be shipping samples today to arrive at your lab tomorrow for silver analysis for the Pure H20 project. There will be at least 5 samples and possibly 6.

Tom

Thomas Hargy
Senior Scientist
Clancy Environmental Consultants, Inc.
20 Mapleville Depot
PO Box 314
St. Albans, VT 05478
thargy@clancyenv.com
802-527-2460
fax: 802-524-3909

----- Original Message -----

From: [Jeff Gross](#)

To: thargy@clancyenv.com

Cc: [Ira Felkner](#)

Sent: Friday, February 08, 2008 2:52 PM

Subject: Tom:

It appears that the will arrive at your location on Monday. I apologize for any inconvenience, as I stated on the phone I thought this was all taken care of before I left for vacation. Please let me know if you do not receive on Monday.

Jeff Gross Project Manager Genapure Analytical Services
(561) 447-7373 ext.140 (561) 447-6136 Fax

From: Diane Strickland **Sent:** Friday, February 08, 2008 1:48 PM

To: Jeff Gross **Subject:** FW: UPS tracking #1Z07277803645125 re-delivering on Monday now...I am waiting for Lisa to call me back so I can figure out what is going on. This is nuts!!! Talk to you soon!

Diane

EXHIBIT F-10

Felkner's Statement that Silver TTO System Pre-Certification Testing was Complete... Proceed to NSF

----- Original Message -----

From: Van Buren, Ellen

To: [REDACTED]

Cc: [REDACTED]

Sent: Thursday, May 01, 2008 3:26 PM

Subject: Protocol P231 Project

Cecil,

I understood from our last conversation that you hoped to be wrapping up the crypto testing at Clancy by the end of April and would be ready to move forward with NSF shortly thereafter. To that effect, there are several pieces of information that we will need in order to move forward on your project.

1. Your website describes 4 systems. Do you wish to certify all 4 systems?
2. Please provide a schematic or photo depicting the inside tank/filter configuration and treated water pathway for each system to be certified.
3. What is the void volume of each unit? The void volume is defined as the total water holding volume with the filter medium or components or both in place.
4. Do the units utilize both silver tetraoxide and iodine? If iodine is used, some additional testing at 3 different pH's is required
5. Please provide the test plan used by Clancy labs for the crypto testing in order for NSF to determine if the existing data can be used towards your P231 Certification.

Please let me know if you'd like to discuss by phone. My schedule is a little tricky the next week as I will be travelling on May 2nd and 9th and involved in offsite meetings on the 7th and 8th. However, I'm sure we can work something out.

Best Regards, Ellen Van Buren, Account Manager

NSF International, Phone: (734) 827-3822, Fax: (734) 827-7785

----- Original Message -----

From: Ira Felkner

To: Joseph P. Doxey

Sent: Thursday, May 29, 2008 10:23 AM

Subject: Re: FW: 5-28-08

Hi Joe, We should get a full report from Tom soon. I don't know exactly when, but Genapure has the TTO samples from Tom also. We should be able to proceed to NSF, soon. However, what progress on funding did the preliminary report from Tom spur? Is funding from several sources coming soon? Where do things stand now?

Regards, Cecil

EXHIBIT F-11

--- Original Message -----

From: [REDACTED]

To: Joseph P. Doxey

Cc: [REDACTED]

Sent: Saturday, May 07, 2011 12:42 PM

Subject: Re: NSF communication w Felkner June 4th 2007 regarding cyst reduction

Joe,

NSF Protocol P231

I would agree with Dennis. NSF was quite specific with respect to the claims of disinfection. According to their email, the NSF Protocol P231 requires a 3-log reduction in *Cryptosporidium* oocyst concentration, a 4-log reduction for viral agents, and a 6-log reduction for bacterial agents. I would recommend getting a copy of P231 and determine exactly which strains of cysts, bacteria, and viral etiological agents, their concentrations, and the specific test method that are recommended for certification before any further evaluations are performed. Have the conference call with NSF to make sure that you are on the same page with just you and Dennis.

I would ask NSF if it is possible to receive a just certification for the reduction in Cryptosporidium Cysts under another NSF protocol or Standard, i.e. P53? If so, the other claims for the reduction in bacteria and viral agents could be added at a later date.

Please note my new email address as the old address will become inactive at the end of the month.

Best regards,
Mark

----- Original Message -----

From: Ira Felkner

To: [REDACTED]

Sent: Monday, October 30, 2006 1:08 PM

Subject: News Release

Hi Joe,

When will the news release be done? I think the one I developed would work just fine for now. Also, Dennis could try TTO in the system. I will need to get Al Pastore to send it to you if you haven't kept any from previous shipments. They can measure silver at US Biosystems if needed, but we should plan and get materials to do it. We will be going to Washington DC on about Nov. 18, so it would be good to get these things started now.

Regards, Cecil

EXHIBIT F-12 FELKNER WE ARE SO CLOSE GOING TO NSF
April 3, 2007 still at 2.0 log reduction?

----- Original Message -----

From: Joseph P. Doxey

To: Joseph P. Doxey

Sent: Friday, February 21, 2014 1:53 PM

Subject: Felkner Doxey Mark Dennis Assurances NSF soon 040307

Good Morning Joe and Dennis,

After having a nice Easter break and refreshing of our mind and soul, it is time to get on with our callings. Water should be on everyone's mind (Florida is in a terrible drought) and with recycling becoming more obvious, our products should be highly desirable and sellable. **We are so close to getting our act together and going to NSF, so let's do the testing of the integrated system very soon.** Opportunities don't last forever...I am optimistic, but let's get a product out, now.

I am forwarding the "lecture" that I gave to Mark because I want the website to be right and something that is believed rather than just hype.

Let's talk soon! Best Wishes to you and your families, Cecil

----- Original Message -----

From: Ira Felkner

To: [REDACTED]

Cc: [REDACTED]

Sent: Tuesday, April 03, 2007 10:28 PM

Subject: Re: Report

Mark,

Please try this exercise. 90% kill leaves 10% surviving or 0.1 and log of 0.1 = -1 ; 99% kill leaves 1% surviving and log of 0.01 = -2; 99.9% kill leaves 0.1% or 0.001 and log of this = -3 . Hence, 98% kill leaves 2% surviving or 0.02 whose log = -1.69897 which rounds off to equal -1.7 or a 1.7 log base 10 reduction. These are the numbers I generated by calculation. Let's further assume a 98.8% kill which leaves 0.012 which calculates to -1.921 or a 1.92 log reduction.

This is how I would calculate the log reduction based on what % is killed. From this exercise, 98% kill (not inhibition) gives -1.7 log or a 1.7 log reduction. The negative log of the % surviving gives the log reductions. As you probably know 90% kill is a 1 log reduction, 99% kill is a 2 log reduction, 99.9% kill is a 3 log reduction using log base 10 units. Do you agree that this is correct? If so, this is why they are negative logs as calculated above. You are correct that the log of 98 is 1.9912261, but this is not what we calculate for log reduction. O.K.?

Mark, under the products section, results should say that there was >6.0 log reduction of *E. coli* with iodine and >1.8 log reduction for crypto with TTO (the kinetics extrapolate to more than a 2.0 log reduction if treatment is continued, so this is a conservative number and CEC actually got 1.8 using another oxidizer in another set of tests.

I am comfortable with these results because they were tested with more than one concentration of oocysts for each time interval.

EXHIBIT F-12 continued

Thanks for your input. The website is very good and you did a lot of hard work!...I did too and my reasoning comes from having done a lot of the benchwork myself and having sheperded TTO through the registration process for swimming pools for N. Jonas with Al Pastore, **and now taking it up another level.** I did not send this to Tom Hargy because I already discussed this with him and this is the kind of data that CEC generates routinely and their work is excellent. They do very good controls and this is why EPA and the water industry uses them on numerous projects.

Regards, Cecil

----- Original Message -----

From: [REDACTED]
To: [Ira Felkner](#)
Cc: [Joseph Doxey](#)
Sent: Tuesday, April 03, 2007 8:29 PM
Subject: Re: Report

Dr. Felkner,

It is my understanding that the log of 98 is 1.99. Therefore, it would appear that CEC needs to correct one or the other of these values. However, your final report indicates a log of 1.7 corresponding to 98% inhibition in the Cryptosporidium Silver TTO test regimen after minutes of exposure in the report dated 25 OCT 2006 (Table 1). You can publish what ever you wish, but CEC should be responsible for the data and its interpretation. Good luck.

Mark

----- Original Message -----

From: [Ira Felkner](#)
To: [REDACTED]
Cc: [REDACTED]
Sent: Tuesday, April 03, 2007 8:48 AM
Subject: Re: Report

Mark, I don't think so, because it appears that the calculations are correct. However, if you wish to make a further query, please e-mail Tom Hargy, so he can see what the discrepancy is. He believes that the report is correct and it looks right to me.

Regards, Cecil

----- Original Message -----

From: [REDACTED]
To: [Ira Felkner](#)
Cc: [Joseph Doxey](#)
Sent: Tuesday, April 03, 2007 12:18 AM
Subject: Re: Report

Dr. Felkner,

Does this mean will be receiving a corrected table and report from CEC?

Regards, Mark

EXHIBIT F-12 continued

----- Original Message -----

From: Ira Felkner

To: Mark Jones

Cc: [REDACTED]

Sent: Saturday, March 31, 2007 11:38 AM

Subject: Fw: Report

Hi Mark,

This is the response I got from Tom Hargy at Clancy. If there are other questions or you are not convinced, e-mail to him at the bottom with your question and then call if there are other queries. However, under products, Log base 6 and Log base 10 are not correctly shown, i.e., should be $>6 \log_{10}$ and $>1.8 \log_{10}$ reductions....extrapolation (from the kinetic data curves) for both values exceeds these values because the reductions were continuing so that there will be more than 6 log reductions for bacteria with iodine or TTO and **greater than 2.0 log reduction** of Crypto using TTO. Still missing credit to Rochelle and Clancy (the numbers for Crypto., Giardia, E. coli, etc. incidences/infections came from the March J. AWWA)in the Technology section under public awareness, i.e., (Rochelle and Clancy, 2006) following last sentence and then full reference in the references for that section.

Regards, Cecil

----- Original Message -----

From: Tom Hargy

To: Ira Felkner

Sent: Thursday, March 29, 2007 2:10 PM

Subject: Re: Report

Cecil, if it is merely a question of equating percent inactivation and log inactivation, then we should be able to resolve this readily. As you know, 90% inactivation = 1 log, and 99% = 2 log. The 1.99 log cited by this individual is almost 2 log; by my calculations, 1.99 log = 98.98%. The 98% inactivation and 1.7 log inactivation reported were actually rounded from 97.9% and 1.67 log.

Tom

Thomas Hargy
Senior Scientist
Clancy Environmental Consultants, Inc.
20 Mapleville Depot
PO Box 314
St. Albans, VT 05478
thargy@clancyenv.com
802-527-2460
fax: 802-524-3909

EXHIBIT F-12 continued

----- Original Message -----

From: Ira Felkner

To: Tom Hargy

Sent: Thursday, March 29, 2007 11:49 AM

Subject: Re: Report

Tom, This is the report which was questioned. It involved whether the % inactivation and the log reduction were correlated correctly, e.g., whether 98% inactivation equals 1.8 log reduction, etc. The person who questioned it said his computer calculation shows that 98% should give a value of about 1.99 log reduction, etc. I think your calculations are probably correct, but don't know why the discrepancy that Mark Jones talks about.

Will talk to you later. My phone No. is [REDACTED] we are back in West Palm Beach...sold home in South Carolina and trying to get back near Washington DC where my son and new (only) grandchild live. We know it's colder there, but at this time in our lives, family rules!

Best Regards, Cecil

----- Original Message -----

From: Tom Hargy

To: [REDACTED]

Cc: Ira Felkner

Sent: Wednesday, October 25, 2006 11:17 AM

Subject: Report

Joe, please see the attached report on the disinfection comparison of TTO activators. I will also mail a hard copy to you. Please contact me if you have any questions.

Thomas Hargy
Senior Scientist
Clancy Environmental Consultants, Inc.
2 Mapleville Depot
PO Box 314
St. Albans, VT 05478

thargy@clancyenv.com

802-527-2460
fax: 802-524-3909

EXHIBIT F-13 Felkner's Assurances

Joe,

I think that we have the required data for disinfectant action as we are, but the timeline cannot be set until the TTO gets integrated into the treatment/filter/injection system. This means the engineering/monitoring needs to be completed so that a satisfactory run can be done. The system should be monitored for TTO concentrations (Ed Kao at USBio who is an analytical chemist, specializing in metals) and other things which need to be known. It could be challenged with E. coli, if desired, at US Bio where they have a couple of microbiologists. **This would be very simple to do and I am willing to help as much as I can....**But US Biosystems needs to get on board now...They will, but you and Dennis need to communicate with them so that they know when to have things ready.

I'm trying to get Mark fully informed for the website and am to talk with Tom Hargy tomorrow (Friday). I think the thing Mark may be missing is that control values (positive and negative) always get calculated into the final figures, e.g., subtract out contributions from the untreated controls or positive contributions from other factors. This is the kind thing that makes for good, **reliable of science and is what was wrong with BenchMark and Liuzzi assays**. You must always ensure that there are enough of the right controls in any tests/experiments. **Jennifer, Tom and I are all on board on these issues so that you do not "wake up one day" and realize there are problems with your results!**

Linda and I hope that Nicole is O.K. now...please update us.

Best regards, Cecil

----- Original Message -----

From: [Joseph D. Doxey](#)

To: [Ira Felkner](#)

Sent: Tuesday, March 27, 2007 3:20 PM

Subject: Re: CEC Report - Crypto Silver TTO Peroxide Data

Cecil, I am glad that you spoke to Mark. What data are you talking about? What else do we need to get to NSF? We need a working product that can pass the acid test by NSF. We can always fine tune it later. I heard today from Elena that Dennis is willing to take a few days off from his work to focus on the new product. It has been difficult for him on the weekends. JDoxey

----- Original Message -----

From: [Ira Felkner](#)

To: [Joseph D. Doxey](#)

Sent: Tuesday, March 27, 2007 3:02 PM

Subject: Re: CEC Report - Crypto Silver TTO Peroxide Data

Joe,

I talked with Mark and he believes that the log kill is greater than CEC reported when converting % to log kill, i.e., 1.99 rather than 1.8 log base 10. So the results may be better than we thought. I think he is on board, but probably wants more data than your budget can afford. Anyway, if we can get Dennis on track, maybe we can speed things up. I did talk with Dennis and will again if he is available this P.M.

Regards, Cecil

EXHIBIT F-14 FELKNER NSF TIME TABLE?

----- Original Message -----

From: [Joseph D. Doxey](#)

To: [Ira Felkner](#)

Sent: Tuesday, March 27, 2007 12:34 PM

Subject: Fw: CEC Report - Crypto Silver TTO Peroxide Data

Cecil, I told Mark that you & I would be together today to go over any issues that Mark might have. He says he has two issues to get resolved in order to update the web-site. Mark is saying that there are references regarding "Silver and hydrogen proxide" but can not find a comparison study of Tetrasilver Tetaoxide and hydrogen peroxide? Also, he found that the CEC report needs to be adjusted to read the correct log? Please call Mark Jones at [REDACTED] clear up any miscommunications. **You should also discuss with Mark, what is needed to go to NSF. Mark thinks we have a long way to go before we submit? I need an exact time table for NSF and a list of the exercises we need to take to meet the requirements for certification.**

As the monologue goes, they did not send the 15 Q & A or an outline as promised for us to review over this past weekend. They called me at 8:00am this morning looking to confirm the interview. I told them there was not to be an interview. We were to receive an outline of 15 Q&A which we did not receive. She explained that a Mr. Oakley would interview us and we would speak about the products and revenues and write up an overview of our conversation. I told her the only way we would conduct an interview with Mr. Oakley would be our written answers to the specified questions, fore the simple fact that it took her web-site division 4 weeks to learn how to spell "Cryptosporidium" as well as other technical spellings that we had to correct. I told her that we would get back to her today to set up another date (after we receive the 15 Q& A.'s)

Elena and I had to take our daughter Nicole to the doctor this morning she has a level 2 concussion and a sports award ceremony this afternoon. Let me know via email that Mark Jones is on the same page. We really do not want to start this monologue/interview without the web-site being fully accurate in its entirety. If you want to make additions to the web-site, Mark is the only person who can input the changes or additions. Dennis- ?

----- Original Message -----

From: [MARK 1](#)

To: [Joseph Doxey](#)

Sent: Monday, March 26, 2007 8:51 PM

Subject: CEC Report - Crypto Silver TTO Peroxide Data

Joe,

CEC Report 25 OCT 2006 - Crypto Silver TTO Peroxide Data

In CEC Report dated 25 OCT 2006, please see Table 1, data for TTO Peroxide disinfection mixture, 98% relative inhibition and related log value at 60 minutes. In addition, kindly see the data for the same mixture and related 97% relative inhibition and related log values. It would appear that these log values do not correlate with the relative percent inhibition values. Suggest that CEC review their data, calculations and correct the report if needed prior to updating the PRHB website.

Regards,

Mark

Version: 7.5.446 / Virus Database: 268.18.18/734 - Release Date: 26/03/2007 14:31

EXHIBIT F-15

SPREAD SHEET IN CONNECTION WITH COSTS FOR
ENGINEERING, PRODUCT, CONSULTING, LABORATORIES
US BIO-SYSTEMS / GENEPURE, BENCHMARK,
CLANCY ENVIRONMENTAL CONSULTANTS AND PATENT
ATTORNEY.

For years: 2004, 2005, 2006, 2007, 2008 includes dates, check
numbers, \$ amounts and Purpose

Abbreviations:

Engineering Costs: paid to Dennis Boudreaux, P.E.

Consultanting Costs: paid to Cecil Felkner (CF)

Mark Jones, M.S. (MS)

Clancy Environmental Consultants (CL)

US Bio-Systems/Genepure (USB)

Benchmark (BM)

Robert Kain, Esq. patent attorney (RK)

Product Costs: Venders RK, PS,HC,EL & PS.

Pages 1-4 starting with year 2004 – 2008 with totals for each year.

Date: 2004

	<u>Engineering</u>	<u>Product Costs</u>	<u>Check #</u>	<u>CF Consulting</u>	<u>Clancy</u>	<u>US Bio-Systems</u>	<u>Genepure</u>	<u>Benchmark</u>	<u>Patents</u>
03-08-04		RK 1,000.00	144						
04-01-04		RK 1,500.00	166						
04-07-04		PS 190.68	180						
04-17-04		PS 145.95	182						
06-14-04		PS 181.09	228						
06-06-04		HC 483.85	236						
07-01-04		HC 142.18	243						
07-08-04		EL 75.00	246						
07-08-04			245	CF 1,000.00					
07-22-04			260	CF 500.00					
07-22-04	400.00	MS	267						
07-29-04			273			USB 1,500.00			
08-09-04		HC 527.48	285						
08-04-04		HC 12.68	278						
08-12-04			283						RK 4,000.00
08-12-04		PS 214.98	284						
08-16-04			294		CL 2,000.00				
08-20-04		PS 286.72	299						
08-27-04			304	CF 1,000.00					
10-14-04			315	CF 2,000.00					
10-21-04			329		CL 5,000.00				
10-21-04			333						RK 4,016.25
10-21-04		MS 500.00	337						
10-22-04	1,500.00		338						
11-06-04			351		CL 4,000.00				
11-08-04			352	CF 500.00					
12-03-04		PS 42.03	373						
12-16-04			384		CL 2,500.00				
TOTALS	ENG 1,900.00	PC 5,448.32		CF 5,000.00	CL 13,500.00	USB 1,500.00			RK 8,016.25

Engineering	1,900.00
Product Costs	5,448.32
Consulting	5,000.00
Clancy Lab	13,500.00
USB Lab	1,500.00
Patent	8,016.25
TOTAL	35,364.57

Date: 2005

	<u>Engineering</u>	<u>Product Costs</u>	<u>Check #</u>	<u>CF Consulting</u>	<u>Clancy</u>	<u>US Bio-Systems</u>	<u>Genepure</u>	<u>Benchmark</u>	<u>Patents</u>
01-18-05			412	CF 1,000.00					
01-24-05			424		CL 800.00				
03-14-05	1,000.00		452						
03-21-05			467	CF 1,000.00					
04-05-05		MS 1,000.00	478						
04-19-05			490		CL 7,080.00				
04-19-05			493	CF 2,000.00					
05-25-05			515	CF 1,000.00					
06-27-05			533	CF 1,000.00					
08-17-05			109	CF 1,000.00					
09-29-05			136	CF 1,000.00					
TOTALS	ENG 1,000.00	PC 1,000.00		CF 8,000.00	CL 7,880.00				

Engineering	1,000.00
Product Costs	1,000.00
Consulting	8,000.00
Clancy Lab	7,880.00
TOTAL	17,880.00

Date: 2006

	<u>Engineering</u>	<u>Product Costs</u>	<u>Check #</u>	<u>CF Consulting</u>	<u>Clancy</u>	<u>US Bio-Systems</u>	<u>Genepure</u>	<u>Benchmark</u>	<u>Patents</u>
12-03-06	1,000.00		189						
12-06-06			192	CF 4,000.00					
13-06-06			231	CF 4,000.00					
13-13-06	10,000.00		242						
13-29-06	10,000.00		261						
4-01-06			263	CF 4,000.00					
4-01-06		MS 2,500.00	264						
4-10-06			277					BM 1,500.00	

05-01-06			288	CF 4,000.00				
06-01-06			306	CF 4,000.00				
06-01-06			307					RK 3,000.00
06-01-06	2,500.00		312					
06-07-06			320					BM 1,500.00
06-26-06			327					BM 950.00
07-01-06			332	CF 4,000.00				
07-20-06			348					RK 1,105.00
08-01-06			349	CF 4,000.00				
08-15-06			368					CL 3,800.00
08-21-06			374					CL 3,800.00
08-21-06			376					CL 1,462.50
09-01-06			383	CF 4,000.00				
09-01-06		MS 1,400.00	390					
09-04-06	2,500.00		391					
09-12-06			395					CL 1,462.50
09-20-06			408					CL 2,680.00
10-01-06			409	CF 4,000.00				
10-24-06			440					CL 2,680.00
11-01-06			445					CL 2,680.00
11-01-06			457	CF 4,000.00				
12-01-06			479	CF 4,000.00				
12-01-06			483					
12-15-06		MS 1,000.00	498					RK 1,075.00
12-19-06	2,500.00		506					
TOTAL ENG	28,500.00	PC 4,900.00		CF 44,000.00	CL 17,565.00		BM 3,950.00	RK 5,180.00

Engineering	28,500.00
Product Costs	4,900.00
Consulting	44,000.00
Clancy Labs	17,565.00
Benchmark Labs	3,950.00
Patents	5,180.00
	<u>104,095.00</u>

Date: 2007

	Engineering	Product Costs	Check #	CF Consulting	Clancy	US Bio-Systems	Genepure	Benchmark	Patents
01-01-07			507	CF 4,000.00					
01-04-07			521			USB 280.00			
01-16-07	1,000.00		535						
02-01-07			544	CF 4,000.00					
02-12-07			563						RK 1,500.00
02-12-07		MS 1,000.00	564						
03-01-07			579	CF 4,000.00					
03-01-07	2,000.00		594						
03-27-07		MS 1,000.00	623						
03-28-07			624	CF 4,000.00					
04-24-07			651	CF 4,000.00					
05-18-07	2,000.00		671						
06-01-07			684	CF 4,000.00					
06-18-07			700						RK 1,500.00
06-22-07			712	CF 4,000.00					
07-28-07			736	CF 4,000.00					
08-12-07	2,000.00		754						
09-01-07			762	CF 4,000.00					
09-27-07			766			USB 60.00			
09-20-07			777			USB 120.00			
09-20-09			778			USB 60.00			
09-28-07	1,000.00		122						
10-04-07			792			USB 750.00			
10-18-07			131			USB 165.00			
10-31-07			804	CF 4,000.00					
11-14-07			813			USB 105.00			
11-26-07			137			USB 120.00			
12-04-07			817	CF 4,000.00					
Total	ENG 8,000.00	PC 2,000		CF 44,000.00		USB 1,660.00			RK 3,000.00

Engineering 8,000.00
 Product Cost 2,000.00
 Consulting 44,000.00
 USB Labs 1,660.00
 Patents 3,000.00
 58,660.00

Date: 2008

	Engineering	Product Costs	Check #	CF Consulting	Clancy	US Bio-Systems	Genepure	Benchmark	Patents
01-17-08			818	CF 8,000.00					
01-17-08	15,000.00		820						
01-17-08			827		CL 6,000.00				
01-17-08			828			USB 1,900.00			
02-26-08			609	CF 1,000.00					
03-25-08			194	CF 3,000.00					
04-03-08			202			USB 870.00			
04-28-08			111		CL 10,000.00				
04-28-08			112		CL 2,000.00				
04-30-08			1059	CF 2,000.00					
06-02-08			859	CF 1,000.00					
06-19-08			860	CF 3,000.00					
06-19-08			871			USB 405.00			
06-19-08			872			USB 500.00			
06-19-08			874		CL 5,000.00				
07-14-08			2095						RK 1,500.00
08-05-08			credit 1						RK 500.00
08-05-08			hhc						RK 500.00
08-05-08			BoA V						RK 560.00
08-29-08			1108	CF 1,000.00					
09-11-08			1001	CF 7,000.00					
09-15-08			1005			USB 500.00			
09-15-08			1006			USB 48.52			
09-29-08			1011						RK 500.00
Total	ENG 15,000.00			CF 26,000.00	CL 23,000.00	USB 4,223.52			RK 3,560.00

Engineering 15,000.00
 Consulting 26,000.00
 Clancy Lab 23,000.00
 USB Lab 4,223.52
 Patent 3,560.00
 71,783.52

Years 2004-2008

2004 TOTALS ENG 1,900.00 PC 5,448.32 CF 5,000.00 CL 13,500.00 USB 1,500.00 RK 8,016.25

Engineering 1,900.00
 Product Costs 5,448.32
 CF Consulting 5,000.00
 Clancy Lab 13,500.00
 USB Lab 1,500.00
 Patent 8,016.25
 35,364.57

2005 TOTALS ENG 1,000.00 PC 1,000.00 CF 8,000.00 CL 7,880.00

Engineering 1,000.00
 Product Costs 1,000.00
 CF Consulting 8,000.00
 Clancy Lab 7,880.00
 17,880.00

2006 TOTAL ENG 28,500.00 PC 4,900.00 CF 44,000.00 CL 17,565.00 BM 3,950.00 RK 5,180.00

Engineering 28,500.00
 Product Costs 4,900.00
 CF Consulting 44,000.00
 Clancy Labs 17,565.00

EXHIBIT F-16 Felkner's Push for Public Disclosure

Good morning Cecil, **yes, we forwarded your piece to Big Apple for their input.** What time did you receive the Federal Express package yesterday?

----- Original Message -----

From: Ira Felkner
To: Joseph D. Doxey
Sent: Thursday, March 29, 2007 7:28 PM
Subject: Re: Draft March 29 2007

Thanks Joe, **Did you look at my e-mail as a potential news release?** Cecil

----- Original Message -----

From: Joseph D. Doxey
To: Ira Felkner
Sent: Thursday, March 29, 2007 7:05 PM
Subject: Draft March 29 2007

Joe, What happened to this? Dale Scott's Phone is [REDACTED] **You need to contact him and send in the news release.**

Regards, Cecil

----- Original Message -----

From: Dale Scott
To: icfelkner@adelphia.net
Sent: Tuesday, April 17, 2007 8:56 AM
Subject: Silver TTO release

Dr. Felkner,

I tried to call Joe today regarding the SilverTTO release that was given to you last week and was supposed to hit the wire yesterday. I did not see it today and was wondering when that was going to go out. Could you please give me a call at your earliest convenience.

Thank You,

Dale Scott

EXHIBIT F-16 Continued page 2
Felkner's Push for Public Disclosure

Recently Emerging Microbial Threats to Drinking Water
Require Innovative Solutions

Prepared for Pure H₂O Biotechnologies, Inc.
I. Cecil Felkner, Ph.D
March 29, 2007

State-of-the-art water treatment facilities that are operated correctly are adequate for removing the vast majority of microbial contaminants in our drinking water. However, serious threats are posed by waterborne pathogens that can sometimes break through the distribution system. These events may affect many thousands of people, notably the very young, older persons, and those who lack a normally functioning immune system. According to a recent Journal of the American Waterworks Association (Rochelle and Clancy, 2006) waterborne diseases such as cholera and typhoid, which were prevalent during the early 20th Century, have been largely eradicated in the United States, but are being replaced by newly emerging ones. These include the parasitic protozoans *Cryptosporidium* and *Giardia*, a more virulent form of pathogenic *Escherichia coli*, a variety of enteric viruses (e.g., causing outbreaks on Cruise Ships), and toxin-producing cyanobacteria. In 2005, there were only 6 cases of cholera in the USA compared with 7,212 cases of cryptosporidiosis, 17,256 cases of giardiasis, 2,368 *E. coli* O175:H7 infections, 9,877 cases of hepatitis, and 1,952 cases of legionellosis.

Pure H₂O Biotechnologies, Inc., a company dedicated to development and production of point-of-use or secondary water treatment systems for individuals, hospitals, and small communities, has taken a unique approach to the problem, which combines academic basic research with applied research and technology transfer. This has resulted in the development of a disinfectant and water treatment system that provides protection against those emerging waterborne pathogens that can bypass even state-of-the-art municipal facilities. The patent pending disinfectant product, tetrasilver tetraoxide (TTO), which combined with a unique filtration apparatus (patent pending) to remove toxic chemicals and heavy metals, produces a pathogen-free purified drinking water. Our in-depth knowledge of the microbiology of waterborne pathogens, chemistry, molecular makeup, and physiology of organisms such as the highly resistant *Cryptosporidium* oocysts and highly resistant bacterial endospores and other microbes was used to determine how to penetrate their biological barriers to disinfection. The TTO disinfectant is integrated into a filtration/ purifier system which delivers contaminant-free water of very high purity.

EXHIBIT F-16 Continued page 3 Felkner's Push for Public Disclosure

From: [Ira Felkner](#)
To: [Joseph D. Doxey](#)
Sent: Monday, October 30, 2006 3:41 PM
Subject: Re: News Release

Joe,

AI does not supply Hydrogen Peroxide, so we will have to order it from a scientific supplier such as Fisher Scientific directly (30% H₂O₂). Maybe could ask US biosystems or Clancy for it and we can pay them. Also, need to know how many liters of water to be treated... At 3 mg/liter, 3 grams of TTO would supply 1000 liters or 250 gallons. How many total gallons or liters of water are to be treated? As you can see, not too much is really required. In fact maybe Hargy may already have enough to share with us since he has used very little.

What about the press releases? Any time soon?

Let me know how to proceed. Regards, Cecil

Cecil, I will forward to Dennis and get back to you.

----- Original Message -----

From: [Ira Felkner](#)
To: [REDACTED]
Sent: Monday, October 30, 2006 1:08 PM
Subject: News Release

Hi Joe,

When will the news release be done? I think the one I developed would work just fine for now. Also, Dennis could try TTO in the system. I will need to get AI Pastore to send it to you if you haven't kept any from previous shipments. **They can measure silver at US Biosystems if needed**, but we should plan and get materials to do it. We will be going to Washington DC on about Nov. 18, so it would be good to get these things started now.

Regards, Cecil

--- Original Message ---

From: [Ira Felkner](#)
To: [Dennis Boudreaux](#); [REDACTED]
Sent: Thursday, November 09, 2006 10:50 AM
Subject: US Biosystems Capabilities

Hi Joe and Dennis,

Attached is a document showing the capabilities of US Biosystems and what they do. You will see that they support US EPA testing requirements and that they are nationally recognized. They stay busy, but are ready and able to help. **This should accelerate the process of getting EPA approval. We are poised for success, so let's do it!** Regards, Cecil

EXHIBIT F-16 Continued page 4 Felkner's Push for Public Disclosure

Good Show, Joel! Maybe this will spark interest until we can get the job done. Regards,
Cecil

----- Original Message -----

From: [Joseph P. Doxey](mailto:Joseph.P.Doxey)

To: [Ira Felkner](mailto:Ira.Felkner)

Cc: [Dennis Boudreaux](mailto:Dennis.Boudreaux)

Sent: Thursday, May 17, 2007 11:37 AM

Subject: Fw: May 2007 News for Pure H2O For immediate release

----- Original Message -----

From: [Joseph P. Doxey](mailto:Joseph.P.Doxey)

To: newsroom@businesswire.com

Cc: [REDACTED]

Sent: Thursday, May 17, 2007 10:26 AM

Subject: May 2007 News for Pure H2O For immediate release

Pure H₂O Bio-Technologies Announces Its Water Treatment Provides Unique Approach to Current and Emerging Drinking Water Problems.

BOCA RATON, Fla-(BUSINESS WIRE) --May 17, 2007-- Pure H₂O Bio-Technologies, Inc. (Pink Sheets: PRHB) has developed a unique approach to drinking water treatment, which addresses metal, pesticide, toxic chemical and pathogenic microbe water contamination. Using a team of experts on pathogenic microorganisms, toxic chemicals, and water purification engineering, the system is in the last stages of development. It uses a disinfectant that kills those microorganisms that can breach state-of-the art municipal water treatment and then removes heavy metals, pesticides, other contaminating substances, and the disinfectant (**SilverTTOTM**) to yield pure water that is safe enough for even the most sensitive individuals. This treatment is designed to protect even those individuals with weak immune systems, those requiring metal-free water for kidney dialysis, and especially unable to fight infections from threat organisms such as *Cryptosporidium* or *E. coli*.

All of this development has been made possible because of the experience and expertise of the company's management team, supported by a top-flight testing laboratory whose expertise includes in-depth experience with pathogenic microorganisms that are emerging threats to safe drinking water.

The team director, Dr. Cecil Felkner is a microbiologist, biochemist and toxicologist with considerable knowledge and hands-on experience with water treatment and monitoring solutions to problems in addition to development of patents (approved and pending) relevant to the drinking water industry. He served as principal writer/editor for the US EPA Office of Water Report to Congress for Drinking Water Treatment Technologies and was Project Manager/Lead writer for EPA office of Science & Technology/Health and Ecological Criteria Division for Water and Wastewater. The latter project included producing documents for upgrading and developing Criteria Documents on *Cryptosporidium* and newly emerging waterborne viruses. For the American Waterworks Association Research Foundation (AWWARF) he was co-principal investigator on a project, "Evaluation of a Real-time Online Monitoring Method for *Cryptosporidium*", AWWARF, Denver, CO, 2004. This online/rapid water monitoring system for microbes utilized basic and applied research that he and a physicist had co-developed. He also was Advisor/Consultant to the Water environment Research Foundation (WERF, 2006) Exploratory Team involving those risks attributed to waterborne pathogens and toxicants.

EXHIBIT F-16 Continued page 5 Felkner's Push for Public Disclosure

The laboratory of Clancy Environmental Consultants (CEC) performed the testing for disinfectant efficacy on organisms including *Cryptosporidium* (oocysts), *Escherichia coli*, *Enterococcus faecalis* and, *Pseudomonas aeruginosa*. The choice of this laboratory was because it has provided significant support to the US Environmental Protection Agency, AWWA and various other federal and private entities in the drinking water industry. The president of CEC was co-author of a major review article for AWWA entitled "The Evolution of Microbiology in the Drinking Water Industry", P. Rochelle and J. Clancy, J.AWWA, March, 2006.

Professional Engineers, led by Dennis P. Boudreaux, P.E. and COO and Joseph P. Doxey, CEO, developed the unique water purification units that purify water at the point-of-entry (POE) and point-of-use (POU) to remove the disinfectant, chlorine, lead, organic chemicals, biomass, chloramines, unpleasant tastes, and odors. In conjunction with granulated activated carbon filtration, the final product, i.e., pure and healthy water is released for the consumer. Potential uses include, but are not limited to water treatment for the home (under the counter), medical/hospital water, well water, multiple residential complexes, and some industrial processes requiring ultra-pure water.

Although there are other water purification systems available, which employ filtration and can remove organics, metals, etc., this system both kills the waterborne pathogens and removes virtually all water contaminants so that the only thing the consumer gets is pure and healthy water.

CEO and President of PRHB, Joseph P. Doxey reported, "We are excited about the drinking water system that we have been able to develop because it has the potential to provide an additional layer of health protection to many individuals who could otherwise be at high risk to disease and even death."

For more information on about Silver TTO™ please visit the newly updated website for Pure H₂O Bio-Technologies, Inc. at www.pureh2obiotech.com .

About Pure H₂O Technologies:

Pure H₂O Bio-Technologies, Inc. is a publicly held company specializing in the manufacturing, design and sale of its unique residential, commercial and hospital point-of-use potable water disinfection systems. These systems are specifically designed to work effectively against water-borne pathogens and remove heavy metals and objectionable biomasses.

The foregoing press release contains forward-looking statements that can be identified by such terminology as "expects," "potential," "suggests," "may," "intends," or similar expressions. Such forward-looking statements involve known and unknown risks, uncertainties, and other factors that may cause the actual results to be materially different from any future results, performance or achievements expressed or implied by such statements. In particular, management's expectations regarding future research, development, and/or commercial results could be affected by, among other things, uncertainties relating to the availability of future financing; unexpected regulatory delays or government regulation generally; the company's ability to obtain or maintain patent and other proprietary intellectual property protection; and completion in general. Forward-looking statements speak only as to the date they were made. The company does not undertake to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements are made.

Contact:

**For Pure H₂O Bio-Technologies, Inc.,
Big Apple Consulting USA
1-866-THE-APPL(E)
www.pureh2obiotech.com**

EXHIBIT F-16 Continued page 6 Felkner's Push for Public Disclosure

----- Original Message -----

From: [Ira Felkner](#)
To: [Joseph P. Doxey](#)
Sent: Thursday, May 29, 2008 10:23 AM
Subject: Re: FW: 5-28-08

Hi Joe, We should get a full report from Tom soon. I don't know exactly when, but Genapure has the TTO samples from Tom also. We should be able to proceed to NSF, soon. **However, what progress on funding did the preliminary report from Tom spur?** Is funding from several sources coming soon? Where do things stand now?

Regards, Cecil

----- Original Message -----

From: [Joseph P. Doxey](#)
To: [Ira Felkner](#)
Sent: Wednesday, May 28, 2008 11:10 AM
Subject: Fw: FW: 5-28-08

----- Original Message -----

From: BusinessWire@businesswire.com
To: jdoxeyintl@comcast.net
Sent: Tuesday, December 09, 2008 8:21 AM
Subject: Pure H2O Bio-Technologies, Inc. Announces Live Radio Broadcast on THE WALL STREET NEWS HOUR December 10th, 2008 at 1:00PM EST / 10:00AM PST

Dec. 9, 2008 13:21 UTC

Pure H₂O Bio-Technologies, Inc. Announces Live Radio Broadcast on THE WALL STREET NEWS HOUR December 10th, 2008 at 1:00PM EST / 10:00AM PST

BOCA RATON, Fla.--(BUSINESS WIRE)-- Pure H₂O Bio-Technologies, Inc. (Pink Sheets:PRHB) announces the broadcast of a live radio show on The Wall Street News Hour hosted by Michael N. Brette, J.D. Wednesday, December 10, at 1:00 EST / 10:00 PST on www.blogtalkradio.com/wallstreetnewshour.

Brette will interview Pure H₂O's lead microbiologist, biochemist and toxicologist Dr. I. Cecil Felkner. He served as a principal writer, editor and project manager for the U.S. Environmental Protection Agency (EPA) and brings extensive consulting and teaching experience in the fields of microbiology, toxicology, molecular and biology/genetics. Felkner will discuss the Company's patent-pending Silver TTO (tetrasilver tetraoxide) as the disinfectant solution to risks attributed to deadly waterborne pathogens such as Cryptosporidium and E.coli, and the urgency and necessity of its uses today.

"We are honored to be invited as a guest on the Wall Street News Hour with Mr. Michael N. Brette, J.D. and appreciate the opportunity to gain national exposure of our Silver TTO technology. We urge every listener to realize the necessity for clean potable drinking water which

EXHIBIT F-16 Continued page 7 Felkner's Push for Public Disclosure

affects everyone in every part of the world. Our products will be ready for distribution upon completion of the certification process," said Joseph P. Doxey, President and CEO.

Additionally, Pure H₂O's informational video **Silver-TTO™ Water Disinfection of Resistant *Cryptosporidium*** can be viewed on the Company's website, www.pureh2Obiotech.com. The Wall Street News Hour broadcast interview with Dr. Felkner will be posted on the Company's website soon.

About Pure H₂O Bio-Technologies, Inc.:

Pure H₂O Bio-Technologies, Inc. (PRHB) is a publicly held company specializing in the manufacturing, design and sale of its unique residential, commercial and hospital point-of-use potable water disinfection systems. These systems are specifically designed to work effectively against water-borne pathogens and remove heavy metals and objectionable biomasses. **The proprietary Silver TTO™ technology has the potential to disrupt the existing water treatment market in commercial, institutional as well as residential market sectors.**

The foregoing press release contains forward-looking statements that can be identified by such terminology as "expects," "potential," "suggests," "may," "intends," or similar expressions. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual results to be materially different from any future results, performance or achievements expressed or implied by such statements. In particular, management's expectations regarding future research, development and/or commercial results could be affected by, among other things, uncertainties relating to the availability of future financing; unexpected regulatory delays or government regulation generally; the company's ability to obtain or maintain patent and other proprietary intellectual property protection; and completion in general. Forward-looking statements speak only as to the date they were made. The company does not undertake to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements are made.

Contacts

Pure H₂O Bio-Technologies, Inc.

Elena Canadeo, [REDACTED]

www.pureh2Obiotech.com

Source: Pure H₂O Bio-Technologies, Inc. View this news release online at:
<http://www.businesswire.com/news/home/20081209005270/en>

EXHIBIT F-16 Continued page 8 Felkner's Push for Public Disclosure

Pure H₂O Web suggestion

Pure H₂O Bio-Technologies, Inc. Announces New Non-Provisional U.S. Patent Filing for Tetrasilvertetraoxide as Disinfectant Agent for Cryptosporidium

BOCA RATON, Fla. Pure H₂O announced today that it filed on July 25, 2006, a Non-Provisional Patent with the United States Patent and Trademark Office, Washington D.C. for Tetrasilvertetraoxide (TTO) as a Disinfectant Agent for Cryptosporidium. This patent is a follow-up for the Provisional Patent filed on July 28, 2005.

Pure H₂O Biotechnologies, Inc. developed an improved scientific protocol for this product and engaged Clancy Environmental Consultants, Inc. (CEC) St. Albans, Vermont to perform disinfection studies utilizing TTO as an alternate disinfection process for potable/drinking water. Cryptosporidium parvum oocyst-disinfection cannot be achieved by traditional treatments such as chlorination or treatment with other halogenated compounds including bromine and iodine. From reports in a series of progressive testings, it was concluded that activated TTO is capable of killing Cryptosporidium parvum oocysts at a level sufficient to render contaminated water potable. This underscores the significant advantage of using TTO as an alternate to treatment with the halogenated compounds cited above.

Silver compounds have for many centuries been used to purify water for drinking and for treatment of infections caused by pathogenic microbes. However, TTO is a unique form of silver, which exists in a crystalline form with ionic strength, which far exceeds that of ordinary monovalent silver. It belongs to a class of compounds that are collectively called "electron jumpers" making them much more powerful as antimicrobial agents and yet they are much less toxic to humans than compounds such as silver nitrate (used to treat/prevent eye infections of newborn babies). The successful use of TTO in treatment of swimming pool water is due to absence of a foul odor and skin/eye irritation (as attributed to chlorinated compounds), rapid elimination of bacterial and algal microbes, and it can be recycled within a treatment system rather than eliminated as waste. These properties make it both cost efficient and environmentally safe. In addition, resistant forms of microbes do not arise from the use of silver compounds, including TTO, a significant advantage over traditional disinfectants.

Joseph P. Doxey, President of Pure H₂O Bio-Technologies, Inc. stated, " The Pure H₂O water purifier system contains the disinfectant within the system and only releases disinfectant-free potable drinking water or water with enough residual disinfectant to prevent re-infection by pathogens." This makes TTO an ideal candidate for disinfection of deadly waterborne pathogens such as Cryptosporidium and other protozoans such as Giardia lamblia, whose cysts or oocysts are chlorine-resistant. TTO was previously tested successfully against numerous bacterial and algal strains (treatment of swimming pool water). The United States Environmental Protection Agency has stated that adequate

EXHIBIT F-16 Continued page 9 Felkner's Push for Public Disclosure

product chemistry, efficacy (killing of EPA specified microbial species), environmental fate, toxicology and ecological effects data have been reviewed showing that human exposure from the purposed use is minimal. The current application is a step forward, to use this product for drinking water disinfection within a contained system developed by Pure H2O Bio-technologies, Inc.

The claims, which PHBT accomplished by extensive research and testing included in the patent application, bring the company near to the status, which will give the disinfection system NSF certification. It should be noted that very few laboratories in the world have the capability to test for efficacy against *Cryptosporidium* oocysts. For this reason, PHBT chose Clancy Environmental Consultants, Inc. who are nationally/internationally recognized for their expertise in performing these tests and advising commercial and federal clients. PHBT is confident that claims described in its patents for both microbiology and engineering fields will be verified, thereby placing it in an optimum position to claim a significant market share.

----- Original Message -----

From: Joseph P. Doxey

To: Joseph P. Doxey

Sent: Tuesday, June 05, 2012 4:53 PM

Subject: FELKNER 042407

Good Morning Joe,

I am working with Elizabeth Hannum who is the new "editor" at Management Solutions International to fix the website. I have sent her a two page writeup for the Technology Overview page, which precedes the sub-topics of silverTTO and iodine. She has experience converting science/technical material into a form that is suitable for the Layperson. She is new but has a BA in English and a Master Degree in Technical Writing...seems O.K., but we will see. She is onboard to fix the website as soon as possible. She seems to be the first person who makes sense to me. Hopefully, things will get done for early next week...I did work hard on it yesterday and although there are other things to do, this should be a good start.

Regards, Cecil

**EXHIBIT F-16 Continued page 10
Felkner's Push for Public Disclosure**

----- Original Message -----

From: Ira Felkner

To: [REDACTED]

Sent: Thursday, March 29, 2007 4:51 PM

Subject: News Item?

Hello Joe,

I wrote the attachment with the idea that it could somehow be used for a news release. I didn't receive the Big Apple article in your e-mail, but called them to see whether I could receive it. Anyway, please look at what I wrote.

Regards, Cecil

----- Original Message -----

From: Joseph P. Doxey

To: Joseph P. Doxey

Sent: Tuesday, June 05, 2012 5:14 PM

Subject: FELKNER 041507

Hi Joe,

What ever happened to the Press Release? Are you back from Georgia, now? Anything new? Are we still solvent for May? [REDACTED]

Let's get a product that we can present to NSF soon! Let me know whether there is something I can do to speed things up!

Regards, Cecil

----- Original Message -----

From: Dale Scott

To: [REDACTED]

Sent: Tuesday, April 17, 2007 8:56 AM

Subject: Silver TTO release

EXHIBIT F-1

From: "Ira Felkner" [REDACTED]
To: Mark Jones" [REDACTED]
Sent: Friday, August 1, 2008 7:16:06 AM Subject: Fw: attachment

From: Ira Felkner
To: Joe Doxey
Sent: Sunday, June 08, 2008 2:29 PM
Subject: attachment

EXHIBIT F-2

From: Joseph P. Doxey
To: [REDACTED]
Cc: Tom Hargy
Sent: Wednesday, June 18, 2008 6:10 PM
Subject: Fw: Pure H2O Bio-Tech UPS Delivery

From: Joseph P. Doxey
To: [REDACTED]
Sent: Wednesday, June 18, 2008 5:21 PM
Subject: Pure H2O Bio-Tech UPS Delivery

EXHIBIT F-3

From: Joseph P. Doxey
To: Tom Hargy
Cc: Ira Felkner
Sent: Thursday, June 19, 2008 5:02 PM
Subject: Re: Pure H2O Bio-Tech UPS Delivery

From: Tom Hargy
To: Joseph P. Doxey
Sent: Thursday, June 19, 2008 8:08 AM
Subject: Re: Pure H2O Bio-Tech UPS Delivery

EXHIBIT F-4

Dennis/Mark check this email out Felkner knew in 02-25-2006 (1.8) log reduction was achieved. Twenty Nine (29) Months paying his fees @ \$4,000 per month (\$116,000.) plus Clancy's fees. 02-25-2006 - 06-19-2008 Felkner knew & did nothing about reaching 3.0 log reduction requirement to meet NSF criteria.

Exhibit List Continued page 2

From: Ira Felkner
To: [REDACTED]
Sent: Saturday, February 25, 2006 3:02 PM
Subject: 02-25-06 Conversation

EXHIBIT F-5

From: Joseph P. Doxey
To: Joseph P. Doxey
Sent: Monday, June 18, 2012 12:27 PM
Subject: NSF communication w Felkner June 4th 2007 regarding cyst reduction.doc

PROBLEM (At 11:43AM Felkner receives notice from NSF that Cyst reduction requires **3 log**. At 12:19 PM Felkner writes to me stating cyst reduction requires (**2 log.**) **Did he not just read Van Buren's email? In thirty minutes or so he is still @ 2log?**

From: Ira Felkner
To: [REDACTED]
Sent: Monday, June 04, 2007 12:19 PM
Subject: Fw: NSF Protocol P231 Certification

EXHIBIT F-6

From: Van Buren, Ellen
To: [REDACTED]
Sent: Monday, June 04, 2007 11:43 AM
Subject: NSF Protocol P231 Certification

P231 requires a 6 log bacteria reduction, a 4 log virus reduction and a 3 log cyst reduction.

Comment: The Company was stified wondering at this time that Felkner did not know the (3) log requirement was the accepted criteria or even Hargy not knowing meeting the requiremnet of 3 log was going to be an issue.

EXHIBIT F-7

From: Ira Felkner [REDACTED]
Sent: Friday, May 30, 2008 11:54 AM
To: Van Buren, Ellen
Subject: Re: Use of NSF Mark and NSF Name
Importance: High

Ellen, Can Joe say that we are now finished with pre-certification of the product...without referring to NSF as the certifying entity?

----- Original Message -----

From: Van Buren, Ellen
To: Ira Felkner
Sent: Friday, May 30, 2008 3:07 PM **Subject:** RE: Use of NSF Mark and NSF Name

Exhibit List Continued page 3

From: Ira Felkner
To: Joe Doxey
Sent: Friday, May 30, 2008 3:52 PM
Subject: Fw: Use of NSF Mark and NSF Name

I suggested that we say "all of the pre-certification tested has been successfully completed" and we are soon beginning the process of certification.

Comment: This is May 30, 2008 Clancy finished the Cryptosporidium testing on June 19, 2008

EXHIBIT F-8

Comment: Very disturbing –we never received this email from Felkner or Hargy. They both kept this information from the Company. The email was sent by Hargy April 1, 2008 to Felkner.

From: Joseph P. Doxey
To: Joseph P. Doxey
Sent: Saturday, June 30, 2012 1:39 PM
Subject: Fw: Explanation Tom Hargy 3rd paragraph?

From: Joseph P. Doxey
To: Joseph P. Doxey
Sent: Tuesday, June 19, 2012 7:25 PM
Subject: Explanation Tom Hargy 3rd paragraph?

From: Tom Hargy
To: Ira Felkner
Sent: Tuesday, April 01, 2008 2:07 PM
Subject: Re: Silver samples

EXHIBIT F-9

From: Ira Felkner
To: Tom Hargy
Sent: Tuesday, April 01, 2008 1:37 PM
Subject: Re: Silver samples
Hi Tom, Did you get started yesterday?

From: Tom Hargy
To: Jeff Gross
Cc: Dennis Boudreaux ; Ira Felkner
Sent: Monday, March 31, 2008 10:42 AM
Subject: Silver samples

From: Jeff Gross
To: thargy@clancyenv.com
Cc: Ira Felkner
Sent: Friday, February 08, 2008 2:52 PM
Subject: Tom:

Exhibit List Continued page 4

From: Diane Strickland **Sent:** Friday, February 08, 2008 1:48 PM
To: Jeff Gross **Subject:** FW: UPS tracking #1Z07277803645125 re-delivering on Monday

EXHIBIT F-10

Felkner's Statement that Silver TTO System Pre-Certification Testing was Complete... Proceed to NSF

From: Van Buren, Ellen
To: [REDACTED]
Cc: [REDACTED]
Sent: Thursday, May 01, 2008 3:26 PM
Subject: Protocol P231 Project

From: Ira Felkner
To: Joseph P. Doxey
Sent: Thursday, May 29, 2008 10:23 AM
Subject: Re: FW: 5-28-08

Hi Joe, We should get a full report from Tom soon. I don't know exactly when, but Genapure has the TTO samples from Tom also. We should be able to proceed to NSF, soon. However, what progress on funding did the preliminary report from Tom spur? Is funding from several sources coming soon? Where do things stand now?

EXHIBIT F-11

From: [REDACTED]
To: Joseph P. Doxey
Cc: [REDACTED]
Sent: Saturday, May 07, 2011 12:42 PM
Subject: Re: NSF communication w Felkner June 4th 2007 regarding cyst reduction

I would ask NSF if it is possible to receive a just certification for the reduction in Cryptosporidium Cysts under another NSF protocol or Standard, i.e. P53? If so, the other claims for the reduction in bacteria and viral agents could be added at a later date.

From: Ira Felkner
To: [REDACTED]
Sent: Monday, October 30, 2006 1:08 PM
Subject: News Release
When will the news release be done? They can measure silver at US Biosystems if needed, but we should plan and get materials to do it.

EXHIBIT F-12 FELKNER WE ARE SO CLOSE GOING TO NSF April 3, 2007 still at 2.0 log reduction?

From: Joseph P. Doxey
To: Joseph P. Doxey
Sent: Friday, February 21, 2014 1:53 PM
Subject: Felkner Doxey Mark Dennis Assurances NSF soon 040307

Exhibit List Continued page 5

I am forwarding the "lecture" that I gave to Mark because I want the website to be right and something that is believed rather than just hype.

Comment: Mark does not hype and I would put Mark's resume over and above Felkner's. Mark Jones, M.S. was in charge of oversight. Felkner was very nervous when Mark challenged him. "Felkner stated that Mark is not as smart as he makes people believe."

From: [Ira Felkner](#)

To: [REDACTED]

Cc: [REDACTED]

Sent: Tuesday, April 03, 2007 10:28 PM

Subject: Re: Report

I am comfortable with these results because they were tested with more than one concentration of oocysts for each time interval.

From: [REDACTED]

To: [Ira Felkner](#)

Cc: [Joseph Doxey](#)

Sent: Tuesday, April 03, 2007 8:29 PM

Subject: Re: Report

It is my understanding that the log of 98 is 1.99. Therefore, it would appear that CEC needs to correct one or the other of these values.

From: [Ira Felkner](#)

To: [REDACTED]

Cc: [REDACTED]

Sent: Tuesday, April 03, 2007 8:48 AM

Subject: Re: Report

Mark, I don't think so, because it appears that the calculations are correct. However, if you wish to make a further query, please e-mail Tom Hargy, so he can see what the discrepancy is.

Comment: Mark was putting Felkner & Tom Hargy to the test.

From: [MARK 1](#)

To: [Ira Felkner](#)

Cc: [Joseph Doxey](#)

Sent: Tuesday, April 03, 2007 12:18 AM

Subject: Re: Report

Dr. Felkner, Does this mean will be receiving a corrected table and report from CEC?

From: [Ira Felkner](#)

To: [Mark Jones](#)

Cc: [REDACTED]

Sent: Saturday, March 31, 2007 11:38 AM

Subject: Fw: Report

Hi Mark, This is the response I got from Tom Hargy at Clancy. If there are other questions or you are not convinced, e-mail to him at the bottom with your question and then call if there are other queries. However, under products, Log base 6 and Log base 10 are not correctly shown, i.e, should be $>6 \log_{10}$ and $>1.8 \log_{10}$ reductions...extrapolation (from the kinetic data curves) for both values exceeds these values because the reductions were continuing so that there will be more than 6 log reductions for bacteria with iodine or TTO and greater than 2.0 log reduction of Crypto using TTO.

Exhibit List Continued page 6

From: Tom Hargy
To: Ira Felkner
Sent: Thursday, March 29, 2007 2:10 PM
Subject: Re: Report

Cecil, if it is merely a question of equating percent inactivation and log inactivation, then we should be able to resolve this readily.

From: Ira Felkner
To: Tom Hargy
Sent: Thursday, March 29, 2007 11:49 AM
Subject: Re: Report

Tom, This is the report which was questioned. It involved whether the % inactivation and the log reduction were correlated correctly, e.g., **whether 98% inactivation equals 1.8 log reduction**, etc. The person who questioned it said his computer calculation shows that 98% should give a value of about 1.99 log reduction, etc.

Comment: Felkner & Hargy are still at **1.8 log reduction** instead of reaching **3.0 log**. We believe that the tests from 2006 are still in play. (Felkner has approximately 13 months (June 19, 2008) before the final report from Hargy is written and submitted to the Company. **Where and when are we going to see a 3.0 log.**

From: Tom Hargy
To: [REDACTED]
Cc: Ira Felkner
Sent: Wednesday, October 25, 2006 11:17 AM
Subject: Report

Joe, please see the attached report on the disinfection comparison of TTO activators. I will also mail a hard copy to you. Please contact me if you have any questions.

Comment: Back in October 2006 Felkner & Hargy are at 1.7 log reduction.

EXHIBIT F-13 Felkner's Assurances

Joe,

I think that we have the required data for disinfectant action as we are, but the timeline cannot be set until the TTO gets integrated into the treatment/filter/injection system. (Ed Kao at USBio who is an analytical chemist, specializing in metals) and other things which need to be known. It could be challenged with E. coli, if desired, at US Bio where they have a couple of microbiologists. **This would be very simple to do and I am willing to help as much as I can....**But US Biosystems needs to get on board now.

From: Joseph D. Doxey
To: Ira Felkner
Sent: Tuesday, March 27, 2007 3:20 PM
Subject: Re: CEC Report - Crypto Silver TTO Peroxide Data

Cecil, I am glad that you spoke to Mark. What data are you talking about? What else do we need to get to NSF? We need a working product that can pass the acid test by NSF. We can always fine tune it later.

Exhibit List Continued page 7

From: [Ira Felkner](#)
To: [Joseph D. Doxey](#)
Sent: Tuesday, March 27, 2007 3:02 PM
Subject: Re: CEC Report - Crypto Silver TTO Peroxide Data

Joe, I talked with Mark and he believes that the log kill is greater than CEC reported when converting % to log kill, i.e., 1.99 rather than 1.8 log base 10. So the results may be better than we thought.

Comment: Why does Felkner not know that the log kill is greater than CEC reported?

EXHIBIT F-14 FELKNER NSF TIME TABLE?

From: [Joseph D. Doxey](#)
To: [Ira Felkner](#)
Sent: Tuesday, March 27, 2007 12:34 PM
Subject: Fw: CEC Report - Crypto Silver TTO Peroxide Data

You should also discuss with Mark, what is needed to go to NSF. Mark thinks we have a long way to go before we submit? I need an exact time table for NSF and a list of the exercises we need to take to meet the requirements for certification.

From: [REDACTED]
To: [Joseph Doxey](#)
Sent: Monday, March 26, 2007 8:51 PM
Subject: CEC Report - Crypto Silver TTO Peroxide Data

Joe, CEC Report 25 OCT 2006 - Crypto Silver TTO Peroxide Data
In CEC Report dated 25 OCT 2006, please see Table 1, data for TTO Peroxide disinfection mixture, 98% relative inhibition and related log value at 60 minutes.

EXHIBIT F-15

SPREAD SHEET IN CONNECTION WITH COSTS FOR ENGINEERING, PRODUCT, CONSULTING, LABORATORIES
US BIO-SYSTEMS / GENEPURE, BENCHMARK,
CLANCY ENVIRONMENTAL CONSULTANTS AND PATENT ATTORNEY.
For years: 2004, 2005, 2006, 2007, 2008 includes dates, check numbers, \$ amounts and Purpose.

EXHIBIT F-16 Felkner's Push for Public Disclosure

Good morning Cecil, yes, we forwarded your piece to Big Apple for their input.

From: [Ira Felkner](#)
To: [Joseph D. Doxey](#)
Sent: Thursday, March 29, 2007 7:28 PM
Subject: Re: Draft March 29 2007

Thanks Joe, Did you look at my e-mail as a potential news release? Cecil

Exhibit List Continued page 8

From: Joseph D. Doxey
To: Ira Felkner
Sent: Thursday, March 29, 2007 7:05 PM
Subject: Draft March 29 2007

Joe, What happened to this? Dale Scott's Phone is [REDACTED]. You need to contact him and send in the news release.

Comment: Always pushing for News Releases. Felkner is worse than the PR firms. "Big Apple" was in play at tis stage.

From: Dale Scott
To: [REDACTED]
Sent: Tuesday, April 17, 2007 8:56 AM
Subject: Silver TTO release

Dr. Felkner, I tried to call Joe today regarding the SilverTTO release that was given to you last week and was supposed to hit the wire yesterday. I did not see it today and was wondering when that was going to go out.

EXHIBIT F-16 Continued page 2 Felkner's Push for Public Disclosure Recently Emerging Microbial Threats to Drinking Water Require Innovative Solutions Prepared for Pure H2O Biotechnologies, Inc. I. Cecil Felkner, Ph.D March 29, 2007.

EXHIBIT F-16 Continued page 3 Felkner's Push for Public Disclosure

From: Ira Felkner
To: Joseph D. Doxey
Sent: Monday, October 30, 2006 3:41 PM
Subject: Re: News Release
What about the press releases? Any time soon?

From: Ira Felkner
To: [REDACTED]
Sent: Monday, October 30, 2006 1:08 PM
Subject: News Release

Hi Joe, When will the news release be done?
Comment: Felkner pushed twice in same day for news release?

From: Ira Felkner
To: Dennis Boudreaux [REDACTED]
Sent: Thursday, November 09, 2006 10:50 AM
Subject: US Biosystems Capabilities This should accelerate the process of getting EPA approval. We are poised for success, so let's do it! Regards, Cecil

Exhibit List Continued page 9

EXHIBIT F-16 Continued page 4 Felkner's Push for Public Disclosure

Good Show, Joel! Maybe this will spark interest until we can get the job done. Regards,
Cecil

From: Joseph P. Doxey

To: Ira Felkner

Cc: Dennis Boudreaux

Sent: Thursday, May 17, 2007 11:37 AM

Subject: Fw: May 2007 News for Pure H2O For immediate release Big Apple Consulting USA
1-866-THE-APPL(E)

Comment: This make Felkner's day working with "Big Apple"! Pure H₂O Bio-Technologies Announces Its Water Treatment Provides Unique Approach to Current and Emerging Drinking Water Problems written by Felkner.

From: Ira Felkner

To: Joseph P. Doxey

Sent: Thursday, May 29, 2008 10:23 AM

Subject: Re: FW: 5-28-08

We should get a full report from Tom soon. I don't know exactly when, but Genapure has the TTO samples from Tom also. We should be able to proceed to NSF, soon. However, what progress on funding did the preliminary report from Tom spur? Is funding from several sources coming soon? Where do things stand now?

From: Joseph P. Doxey

To: Ira Felkner

Sent: Wednesday, May 28, 2008 11:10 AM

Subject: Fw: FW: 5-28-08

Dec. 9, 2008 13:21 UTC

Pure H₂O Bio-Technologies, Inc. Announces Live Radio Broadcast on THE WALL STREET NEWS HOUR December 10th, 2008 at 1:00PM EST / 10:00AM PST

BOCA RATON, Fla.--(BUSINESS WIRE)-- Pure H₂O Bio-Technologies, Inc. (Pink Sheets:PRHB) announces the broadcast of a live radio show on The Wall Street News Hour hosted by Michael N. Brette, J.D. Wednesday, December 10, at 1:00 EST / 10:00 PST on www.blogtalkradio.com/wallstreetnewshour.

Brette will interview Pure H₂O's lead microbiologist, biochemist and toxicologist Dr. I. Cecil Felkner. He served as a principal writer, editor and project manager for the U.S. Environmental Protection Agency (EPA) and brings extensive consulting and teaching experience in the fields of microbiology, toxicology, molecular and biology/genetics. Felkner will discuss the Company's patent-pending Silver TTO (tetrasilver tetraoxide) as the disinfectant solution to risks attributed to deadly waterborne pathogens such as Cryptosporidium and E.coli, and the urgency and necessity of its uses today.

Exhibit List Continued page 10

EXHIBIT F-16 Continued page 5 Felkner's Push for Public Disclosure

Written By Felkner

The laboratory of Clancy Environmental Consultants (CEC) performed the testing for disinfectant efficacy on organisms including *Cryptosporidium* (oocysts), *Escherichia coli*, *Enterococcus faecalis* and, *Pseudomonas aeruginosa*. The choice of this laboratory was because it has provided significant support to the US Environmental Protection Agency, AWWA and various other federal and private entities in the drinking water industry. The president of CEC was co-author of a major review article for AWWA entitled "The Evolution of Microbiology in the Drinking Water Industry", P. Rochelle and J. Clancy, J.AWWA, March, 2006.

EXHIBIT F-16 Continued page 6 Felkner's Push for Public Disclosure

From: Ira Felkner

To: Joseph P. Doxey

Sent: Thursday, May 29, 2008 10:23 AM

Subject: Re: FW: 5-28-08 Hi Joe, We should get a full report from Tom soon. I don't know exactly when, but Genapure has the TTO samples from Tom also. We should be able to proceed to NSF, soon. However, what progress on funding did the preliminary report from Tom spur?

EXHIBIT F-16 Continued page 7 Felkner's Push for Public Disclosure

Comment: Written by Felkner "The proprietary Silver TTO™ technology has the potential to disrupt the existing water treatment market in commercial, institutional as well as residential market sectors."

EXHIBIT F-16 Continued page 8 Felkner's Push for Public Disclosure

Pure H₂O Web suggestion

Comment: written by Felkner: Pure H₂O Bio-Technologies, Inc. Announces New Non-Provisional U.S. Patent Filing for Tetrasilvertetraoxide as Disinfectant Agent for *Cryptosporidium*

EXHIBIT F-16 Continued page 9 Felkner's Push for Public Disclosure

Comment: written by Felkner: The claims, which PHBT accomplished by extensive research and testing included in the patent application, bring the company near to the status, which will give the disinfection system NSF certification.

To: Joseph P. Doxey

Sent: Tuesday, June 05, 2012 4:53 PM

Subject: FELKNER 042407

Good Morning Joe, I am working with Elizabeth Hannum who is the new "editor" at Management Solutions International.

Exhibit List Continued page 11

EXHIBIT F-16 Continued page 10 Felkner's Push for Public Disclosure

----- Original Message -----

From: Ira Felkner

To: jdox

Sent: Thursday, March 29, 2007 4:51 PM

Subject: News Item?

Hello Joe, I wrote the attachment with the idea that it could somehow be used for a news release. I didn't receive the Big Apple article in your e-mail, but called them to see whether I could receive it. Anyway, please look at what I wrote. Regards, Cecil

Comment: Felkner needs a copy to send to his son in Washington and Felkner's tennis buddies in West Palm Beach.

From: Joseph P. Doxey

To: Joseph P. Doxey

Sent: Tuesday, June 05, 2012 5:14 PM

Subject: FELKNER 041507

Hi Joe, What ever happened to the Press Release lets get a product that we can present to NSF soon! Let me know whether there is something I can do to speed things up!

This concludes Exhibits F -1 through F-16

Summary:

As the CEO of PureH2O BioTechnologies (PHBT), you feel that it is your responsibility to insure that proper testing is done to insure that that a safe, efficacious and competitive product is ready for the market place. As such, it is important to follow proper Design Controls in Product Development. This means that all testing requirements must have defined "acceptance criteria." It was your understanding that NSF required a 3-log reduction in the concentration of etiological (disease causing) agents as primary performance requirement. Unfortunately, the testing to date managed by I. Cecil Felkner, the Company's Scientific Director, with the PHBT Silver TTO agent has only shown a 1.6-1.7 log reduction. In view of these results, you found it disconcerting that the Company's same Scientific Director also wanted the product (system) to be qualified by NSF. NSF product certification includes qualification of (1) the product, (2) the manufacturing process and (3) the manufacturing facility. The itemized costs for the secured facility are followed below in Exhibits Bld-001 and Bld-002.

The competitive landscape indicates that consumers of point-of-use water treatment systems rely on the third-party certification because NSF uses defined Standard Laboratory Procedures (SLPs) with calibrated equipment. And EPA does not certify point-of-use systems. Therefore, the NSF certification insures that the performance testing and product verification of the manufacturing design is reproducible.

Continued page 2: SUMMARY

Clearly, the current PHBT product is not ready for NSF certification and resources need to be raised for further product testing/modification, drafting of manufacturing MOPs for process control/Life Cycle verification, and qualification of manufacturing facility. Secondly, why did the Company's Scientific Director not disclose the testing results of the Silver TTO system during his discussions with NSF? Was he trying to rush a product to market?

Iodine & Silver TTO Disinfecting Agents

It is important for companies to offer a product portfolio that can meet the needs of broad range of prospective client applications. At one point, the PHBT had clients that specifically wanted iodine-based water treatment systems over silver-based systems, particularly purchase orders received from Saudi Arabia, Egypt and others. Scientifically, it is important to understand that micro-organisms are subject to genetic drift and with that comes resistance. As a result, developing a system that can deliver more than one disinfecting agent would be a prudent business strategy. See: Exhibits I₂-1 – I₂-3. For example, prior studies microbial surface treatment by Brady *et al* demonstrated that silver disinfectants needed to be combined with quaternary ammonium to achieve a 3-log reduction in micro-organisms (American Journal of Infection Control 31(4): 208-2014, 2003). The question remains, "Are quaternary ammonia agents safe to treat drinking water?" Other studies by Wu and Oether at the University of Cincinnati demonstrated that *E. coli* bacteria are able to withstand up to 1.5 ppm Silver disinfectant (Water Environment Foundation, 2006). In addition, these same investigators identified the gene cluster in *E. coli* responsible for resistance to silver disinfection as the ZraP and ZraRS periplasmic genes. Clearly, using a silver disinfection agent in combination with other agents and deployed at an effective concentration for the proper contact time will be important performance requirements in designing a water treatment system to neutralize etiological (disease causing) micro-organisms. Hopefully, PHBT will one day have the resources to create such a system. But, it will do so with the proper scientific results and oversight such as has been our business philosophy.

PHBT retained Mark Jones, M.S., and a microbiologist, to work as an outside consultant for the Company for years. He advised on many issues, reviewed tests results and procedures regarding Clancy and Felkner, including his input in our 21 minute technical video.

The information from Cecil Felkner as stated in his emails. See: Exhibits F-1– F-16 page 10 above was our understanding to bring home and prepare the Hospital system as a market ready system as a requirement by NSF. In 2007, after numerous conversations with NSF, originally conducted and contacted by Mark Jones, M.S., as we received the link and file regarding P231 from NSF. It was read and followed up by Mark Jones, M.S., Dennis Boudreaux, P.E. and Joseph P. Doxey, CEO who then (I) filed the Application that disclosed all persons allowed to be contacted in the event Doxey was unavailable. (II) The Company and NSF executed a Non Disclosure and Confidentiality Agreement that was received and accepted by both parties. (III) Joseph P. Doxey, CEO and the CFO of NSF executed, received and accepted a Contract Agreement and of such agreement agreed to intentionally leave blank the actual cost by the Company to pay for their work (NSF) to be determined at a later time. These documents have already been submitted to SEC as evidence after been named a liar. See: Exhibits NSF 14 - NSF-25.

Continued page 3: SUMMARY

In June 2008 the Company's cost to make custom crates exceeded (\$1,200) as my wife worked with UPS and had shipped the crates to Tom Hargy at Clancy Labs (\$600.). Tom Hargy was in dialogue with Joseph P. Doxey in regard to the shipment and for him to forward all intellectual data, Q &A's, test reports, letters, hand written notes, etc., Clancy's work in Vermont was finalized at this juncture according to Dr. Felkner.

The Company received all the requested documents and delivery of our Hospital System as it was received by Dennis Boudreaux, P.E., located in Boynton Beach Florida. It was never stated by Tom Hargy or Dr. Felkner at this time in June 2008 that we needed to conduct more tests. It was also suspicious to the Company why did not Hargy or Felkner further the contact time in regard to the Cryptosporidium in the holding tank from 1 hour that resulted a reported 1.7 log reduction to further increase the contact time to a two-three hour of contact time would have resulted in the Clancy's final report that we achieved the requirement of NSF's P231 cyst 3 log reduction requirement. The Company was wondering at this time that Felkner did not know the 3 log requirement was the accepted criteria or even Hargy not knowing meeting the requirements of 3 logs was going to be an issue. The fact is that both Hargy and Felkner make their living from companies on paying big dollars for testing. Felkner knew back in February 25- 2006 cyst reduction was achieved at 1.7 logs. Immediately, Joseph P. Doxey wrote a letter of concern to Mark Jones, M.S. and Dennis Boudreaux. See Exhibit F-4. We gave Felkner the benefit of the doubt that he knew what he was doing as we were uncertain why Felkner directed the Hospital system to be shipped back to Florida. As I addressed this issue in other parts of this rebuttal, it would be more cost effective to fly Dennis to Clancy to change out the filters and take out the 4-5 testing valves. Was Felkner thinking that he would direct NSF or are we going back to Clancy to increase the contact time with a second (or do over) run of another set of Cryptosporidium after Dennis Boudreaux prepared the system for NSF. The increase of Silver TTO output or increase the contact time up to 2-3 hours to be safe. The end water testing to document that the Silver TTO was stripped out along with the end water regarding the toxicology test would be conducted at US Bio-Systems aka/ Genepure at Florida Atlantic University Research & Development or in house. These two tests are simple to do and the down time would not exceed one week.

Further, the Company relied on Felkner's write up in regard to "Pre-Certification Testing Results for Integrated Disinfection System." See: Exhibit F-1 and pursued the above as this information was mentioned in further press releases. After discussions had left the Company confident that in a few short months we were in position to reach our final goal, NSF certification. The Company further pursued other financing after being defrauded by "Big Apple" regarding \$5,000,000 equity financing from their fund located in Pennsylvania under Regulation 506. Big Apple had executed a Subscription Agreement in the aggregate amount of \$950,000. Two community banks had solicited the Company for two years with offers for lines of credit and 2 year loans in the form of a note. We denied the offers because the Company had cash flow coming from Big Apple. The

Continued page 4: SUMMARY

Company only received approximately \$200,000 from the anticipated \$950k mentioned above. While traveling 750 miles each was from Boca Raton, Florida to Blairsville, Georgia, staying on top of the builders working on the facility, and paying these workers each Friday at 5:00PM EST. Big Apple crashed our stock down to \$0.0 without a bid price after they stated that they were long term investors. The cash flow stopped as we had to shift gears fast and seek a mortgage on the new secured building. We had back up financing including UPS Financial in Texas, Chastain & Etcheson, Attorney's at Law, Observation Capital, Westcom Capital, utilizing Settlement Agreements for third party debt and others. See: Exhibits D-001- D-016 that include relevant letters seeking other means of financing and complications that arose unexpectedly. We had a mix of events in connection with Indiana mediation and Observation Capital's default regarding third party debt, financial statements for UPS Capital and numerous scenarios as described in the aforementioned Exhibits.

- (i) Email: from Felkner shows not knowing that 3 log was the criteria to qualify the system at NSF.
- (ii) Email: from Doxey to Boudreaux and Mark Jones, "Did not Felkner just read the email from NSF regarding 3 logs is the required criteria for P231. Felkner was thinking 2 logs.
- (iii) Email: Felkner was alerted by NSF that Joseph P. Doxey not Cecil Felkner is our contact person. It is our belief that Felkner may have felt rejected and may have been asking too many questions or assuming further on our part regarding a referral fee from NSF was in play.
- (iv) Email: Felkner wanted to shift away from NSF to EPA with a cost of \$54,000. The \$4,000 is suspicious. Felkner stated to the Company that he was asked to be the head of the EPA. Further stated at that time to the Company that Mr. Steve Johnson, current head of the EPA, was previously a student under Dr. Cecil Felkner.
- (v) Email: Doxey to WesCom Capital regarding Felkner's Resume received from Felkner in 2008 regarding Department of Defense (DOD) and Environmental Protection Agency (EPA).

September 15, 2008 Critical Financial Times Shearson Lehman filed bankruptcy plus the housing bubble burst, market crash, bail outs, uncertainty with money managers and investors nation wide lose 2 trillion dollars. This financial crisis was the end for the Company, although we pursued hard to achieve our goals. We requested to Felker to contact his friends at the EPA and submit to them all that we accomplished so far, including the bench, kinetic and pre-certification tests and all related intellectual data that we have in our file. Disclose our work and financial position and ask what they can do

Continued page 5: SUMMARY

for us. We need help. We were looking for money to pay NSF. EPA does not certify point-of use filtration devices. An important consideration in regard to Felkner trying to shift away from NSF to EPA. Homeland security may be a referral in play for funds for testing only.

Further, in late 2004, we were introduced to Dr. Cecil Felkner as he was soliciting consulting work for himself. We agreed to \$4,000 per month with 20 hours per work of service and one (1,000,000) shares of the Company's common 144 restricted stock. A consultant agreement was drafted by our diseased Bruce Keihner, Esq., a Director and legal counsel of the Company for 11 years. Felkner, regarding the aforementioned compensation requested an agreement in regard to pursuing the Silver Tetrasilver Tetraoxide as the disinfectant that would kill pathogens, particularly, Cryptosporidium and E.Coli. Although, the Company decided not to execute the Consultant Agreement due to the fact that Felkner was involved in a law suite with a Company located in New York, who paid Felkner for his expertise based on his resume, as a consultant, as we further decided not to be dragged into that issue, we put the agreement aside. The Company worked with and commenced paying Felkner on a monthly basis in late 2004, 2005, 2006, 2007, 2008 and 2009. See: Exhibit F-15 1-4 Accounting spread sheet.

Our Iodine system killed everything we tested for except Cryptosporidium as confirmed and verified by Clancy, particularly, Tom Hargy. The first action taken by Doxey and Dr. Felkner was to send Clancy Environmental Consultants, Inc. our Iodine tests conducted by Liuzzi Laboratories, N.Y. in the early years. After receiving a U.S. Patent on our Iodine Delivery System, Felkner did not want to be associated with halogens such as chlorine, iodine or bromine. Felkner convinced the Company to shift its attention to Silver TTO. Although, until we had completed and verified the intended second product utilizing Silver TTO, via NSF certification, agreed that it is not required, although it is good business to have such a third party recommendation and validation in written form.

The water industry is not regulated, tests are not performed by 95% of the water companies out there, although we went the extra mile to perform different series of testing in the event of the end user decides to file a suit. NSF is a necessary in regard to liability insurance. NSF exists for such purpose. Not one hospital administrator would entertain such a product with validation.

The Company intends to go back to manufacturing and selling our Iodine disinfection systems out of another facility in Georgia. In regard to the final report by Clancy, we have unfinished business. Felkner & Hargy did not meet the objective they were hired to do. Felkner was also denied in part, the provisional patent for TTO, but still remains an issue and is outstanding.

Continued page 6: SUMMARY

The Company has in hand letters received from Canada, Germany, London, South Korea, and Japan through Enterprise Florida. These potential clients or customers specifically wanted iodine-based water treatment systems over silver-based systems. As a result, of not knowing who after 3 years cooperating with the SEC Division learning that our key scientist Felkner is the witness who brought this anguish to our table. We knew from the start in 2004 that Felkner had serious financial troubles, as he did disclose to me at our second meeting in Palm Beach. Felkner lost his house in Hilton Head, placed his household furnishing in storage, then moved to West Palm Beach, while fighting and exhausting over \$100,000 in regard to his N.Y. law suit. My wife and I gave the Felkner's everything they needed for their home in West Palm including sectional couches, linens, tables, lighting, computer tables, etc. We would have helped them one way or another even in the event that the Company decided not to retain his services.

The Company members worked around the direction of Felkner's statements and writings at all times. It has been an opinion of many as stated all along that it does not take 4 years to do this type of testing using silver as a disinfection agent in combination with other agents and deployed at an effective concentration for the proper contact time.

Further, as a result of Big Apple Fraud, Kentucky Fraud and now this action by the SEC Division has taken the spirit out of everyone in the Company. We believe that Felkner had his light in the sun and should retire, but he also was not up front with the Company and now will get put to the coals. All his writing starting in January 2009 are designed to cover his own dishonest actions. Requesting his friends for support at this time, such as a letter written to Al Pastore founded in the Division's investigative files. You have to ask yourself, why does such a person need help from others if one was not feeling guilty.

Felkner started writing to the SEC because he knew that when the Company got back on its feet, at a time in the event that the financial markets turned around, he was going to be pursued by the Company for all his and Hargy's actions.

In turn, Felkner having no money, just like the rest of us, why not have the SEC do the work by individuals who have no business experience and a means to further their career. No attorney would take on this case without investigating Felkner's background and the Company's history.

We gave him the opportunity to go forward with the Silver TTO but it always ends in greed and self interest. Does not Felkner know that the financial world turned upside down in September 15, 2008. Further, Felkner was aware and apprised of the following Company issues: (i) the fraud committed by Big Apple in 2006-2007, (ii) Daniels defaulting on his contract(s) to pay off 3rd party debt that resulted in a settlement with my mother in-law paying \$70,000 the amount due by Observation Capital. We learned on January 24, 2014 after reading the investigative files that Daniels sold stock and profited, when at all times during the years of 2008-2009 Daniels stated that he could not make any money to pay the Note holders. Another act of greed and more lies that will be

Continued page 7: SUMMARY

Addressed at a later time. Daniels never reinvested after his initial \$47,500 was received and accepted by the Company. See Exhibit OBC- 001 I believe the stated additional \$1,000 and \$7,000 as described in the above Exhibit were payments for outside assistance towards Observation's public relations work and the \$7,000 were for his payments toward the Note holders. Further exhibits are submitted in this regard and should be treated as additional discovery for the Division to review. Executed Agreements in connection with the purchase of third party debt by Observation Capital regarding Rotondo's. Further, letters from Observation in regard to purchase third party debt from the Settlement Agreement from Indiana with Judge Basil Lorch in the amount of \$500,000. This 3rd party debt was earmarked for Chastain, Attorney at Law. See Press Release regarding Chastain & Eckerson. This press release is not addressed by the Division. Why?

In 2009, after Chastain & Eckerson, Attorney's at Law were unsuccessful with their sources due to the uncertainty in the markets as all financial institutions, money managers wanted to wait further into the new year. My wife and I borrowed \$253,000 from Appalachian bank against the new manufacturing facility, set up a line of credit for \$53,000, a second line in the amount of \$53,000 from United Community Bank, Dennis Boudreaux, a director loaned \$13,500, Wayne Garkie, CFO and director loaned \$5,000, mother in-law paid off the note holders in the amount of \$70,000 that was contracted and breached by Daniels/Observation Capital, stating again that he did not make any money from the stock and now we find out differently that he had successfully doubled his money and lied regarding his accredited status. Daniels also stated to the Division that he relied on certain press releases and decided not to invest any more of his money. The only money invested by Daniels is described in Exhibit OBC-001 – OBC-003. His investment in the Company came in August 11, 2008 – October 10, 2008. Relying on any and all press releases after October 10, 2008 in this regard is irrelevant.

While Joseph P. Doxey is putting out the fires in 2009-2010, being foreclosed on regarding the two lines of credit and the loan on the building, we packed for one full week and moved what was left of our inventory back to Florida arriving Easter Sunday. After unpacking the trailer, on the very next day had 5 stents put in my chest.

On Monday January 27th 2014 after finally opening up the Division's evidence file sent by Ryan Farney, Felkner was pursuing the SEC to be his lawyers back in January 2009. Due to the fact that he has no money and if he did, no attorney would have taken his case because it is transparent that Felkner is trying to cover his past actions, has been thinking that we had raised the necessary funds, continued with the project and not involving him or he was thinking he could get a whistleblower fee? Felkner's greed in pursuing the Company to pay his fees and continued laboratory fees had been upset. Does not know what to do, so he calls NSF to find out if we went ahead with them. Felkner does not know that Doxey had been devastated by all of these issues and had 5 separate trips to 5 different hospitals in 2010 due to stress, doctors combining or mixing the wrong

Continued page 8: SUMMARY

medications that caused hallucinations, high sugar levels, and last year 2013 nitroglycerin drip for two days due to this stress.

In connection with not filing a Registration Statement, let it be known that the Company was cleared to trade its common stock in 1997. We never had to file a registration Statement. The Company was extended certain exemptions under Rule 504, 506 and 144, respectively. The Company always filed a Form D with the Securities and Exchange Commission with other filings if appropriate. As mentioned above our directors loaned money to the corporation in the amounts specified above. Further, all our officers and directors have never sold PHBT stock in the open market after September 11, 2001.

Daniels, a typical broker, executed an investor questionnaire and submitted it to our legal counsel, Bruce Keihner, Esq, stating that he was accredited and Keihner relied on such questionnaire. The Division further found an application to a certain securities firm where Daniels opened an account stating the same that he was accredited.

We shall send this writing via Federal Express over night delivery for Wednesday February 26TH 2014. Exhibits shall be numbered and outlined on separate paper with easy comments and notes. We shall send 1 original and 3 copy to the office of the Honorable Judge Cameron Elliott to insure the package will be opened and filed as received. We read the Felkner transcript and his original letters to the SEC where Alexis Palacheck stated that Felkner is not a cooke. Because of his impressive resume, she never considered Felkner's age, financial condition, law suites, and his motivation to create money by soliciting companies to pay fees for services and laboratories, the economic crisis in September 2008. We can now say that both the SEC Division and Pure H2O Bio-Technologies, Inc. were sold on Felkner's honorable resume.

Pure H2O has never had a black mark against them. Never filed a registration statement since being cleared until present. Only file Form D in all aspects. The Division never researched or investigated our four (4) page letter regarding Big Apple Fraud and to acknowledge that the SEC has received over \$3,000,000 from Big Apple Mark Kaley, Esq., Ben Growcock. Esq., Jablon Brothers all due to Pure H2O Bio-Technologies, Inc.

Sincerely,



Joseph P. Doxey, Founder & President Dated: This ___ day of February 2014

Pure H2O Bio-Technologies, Inc.

EXHIBITS

EXHIBIT F-15 pages 1-4

EXHIBIT NSF-14 thru NSF-25

EXHIBIT F-26 thru F-28

EXHIBIT D-001 thru D-016

EXHIBIT I₂-1 thru I₂-3

EXHIBIT MFV-1 thru MFV-4

EXHIBIT F-DOD

EXHIBIT DM-1 thru DM-3

EXHIBIT PR 10-22-08 A & B

EXHIBIT PR 12-09-08 A & B

EXHIBIT PR 04-07-09 A & B

EXHIBIT TOX-1 thru TOX-3

EXHIBIT P-1 thru P-2

EXHIBIT Bld-001 thru 002

EXHIBIT OBC -001 thru OBC-106

EXHIBIT Reg D -001 thru Reg D-009

EXHIBIT PHBT-001 thru PHBT-002

ADDITIONAL DISCOVERY

EXHIBIT NSF -15

Main Identity

From: "Joseph P. Doxey" [REDACTED]
To: "Joseph P. Doxey" [REDACTED]
Sent: Wednesday, February 12, 2014 10:13 PM
Subject: Emailing: RE_%20Agreement%20for%20NonDisclosure%20of%20Confidential%20Information%20dated%20June%2019th%202007

Mr. Doxey,

The nondisclosure agreement was received. We look forward to working with you on the Certification of your product.

Best Regards,

Ellen Van Buren
 Account Representative
 NSF International
 789 N. Dixboro Rd.
 Ann Arbor, MI 48105
 Phone: 734-827-3822
 Fax: 734-827-7785
 Email: vanburen@nsf.org
 Web: www.nsf.org

-----Original Message-----

From: Joseph P. Doxey [REDACTED]
Sent: Tuesday, June 19, 2007 1:14 PM
To: Van Buren, Ellen
Cc: Ira Felkner
Subject: Agreement for NonDisclosure of Confidential Information dated June 19th 2007

Attention: Ellen Van Buren
Re: Non Disclosure Agreement dated June 19th 2007
Pure H₂O Bio-Technologies, Inc.

Comment: We are sending to your attention via fax transmission an executed Agreement for Nondisclosure of Confidential Information dated the same for your file. Please execute the appropriate officers signature and return via fax transmission and regular mail to the below address.

Pure H₂O Bio-Technologies, Inc.

Telephone: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

Please confirm receipt via email.
Thank you,
Joseph P. Doxey, President

From: Van Buren, Ellen
To: [REDACTED]
Sent: Monday, June 04, 2007 11:43 AM

2/20/2014

EXHIBIT NSF-14

Main Identity

From: "Joseph P. Doxey" <[REDACTED]>
To: "Joseph P. Doxey" <[REDACTED]>
Sent: Wednesday, February 12, 2014 9:16 PM
Subject: Felkner Dennis Joe Unit Testing 0629-07
 Good Afternoon Joe,

Here's where things stand today. Hope you have a safe 4th week. Regards, Cecil

----- Original Message -----

From: Ira Felkner
To: [REDACTED]
Sent: Friday, June 29, 2007 9:23 AM
Subject: Re: Unit testing

Hi Dennis,

I have not been happy with Comcast taking over Adelphia and my phone, Vonage, depends on the computer internet connection.

Do you know whether the week of the 9th will work or have the TTO solution made up? We really have to get a schedule for US Biosystems set if things are going to progress. As you probably know, the company has to get a product soon, otherwise, the investors will not be supportive.

US Biosystems is mostly a new company, so they do not seem to be as responsive as I would like. Tara Lane is my best connection and Mike Kimmel also knows me. Also, I am trying to get a realistic testing done at Clancy's lab before going to NSF. I have had extensive talks with NSF and some of their test methods are archaic, so they are willing to let us use some other places, provided they are told in advanced and can review the procedures, etc.

I'm not trying to be pushy, but we need to keep all of our allies on board...This includes Al Pastore at N. Jonas (TTO supplier/developer), Tom Hargy at Clancy, US Biosystems (monitoring silver, etc) and my contacts at NSF. The patent approval was a plus, but it's just paper until we have tested the integrated TTO and the purification unit. I don't want to lose the footing that we have established..

Regards, Cecil

----- Original Message -----

From: [REDACTED]
To: [REDACTED]
Sent: Friday, June 29, 2007 7:11 AM
Subject: Unit testing

Cecil,

First I would like to say that I have not been ignoring you, but I am having some problems with my internet service. To answer your e-mail I have to access the Comcast web page and reply to you from there.

Joe informed me that he spoke to you in regards to the testing of the unit. I have a few minor electrical connections to complete and we should be ready to test the operation (in house) of the unit for the performance. After that we should be ready to check the performance of the system at US Biosystems.

Have a safe holiday.

Dennis

No virus found in this incoming message.

Checked by AVG Free Edition.

Version: 7.5.476 / Virus Database: 269.9.10/876 - Release Date: 28/06/2007

2/20/2014

Main Identity

From: "Joseph P. Doxey" [REDACTED]
To: "Joseph P. Doxey" [REDACTED]
Sent: Wednesday, February 12, 2014 10:11 PM
Subject: Emailing: FW NSF Protocol P231 Certification

Joe, This is my most recent contact with NSF to keep them informed. Cecil

----- Original Message -----

From: [Ira Felkner](#)
To: [Van Buren, Ellen](#)
Sent: Wednesday, November 28, 2007 10:37 AM
Subject: Re: NSF Protocol P231 Certification

Hi Ellen, Just to keep you informed, we are testing the prototype system which is used to deliver tetrasilvertetraoxide to the holding tank where disinfection of microbes occurs. The system is monitored analytically and will soon be tested through a rigorous protocol that we have developed with Clancy Consultants. This should occur sometime in about mid January. This involves integration of the disinfection and purification system where the disinfection has been previously shown to be effective and now is put through a complete system that can be sampled at 4 different points. Will talk to you when further information is available.

Regards, Cecil Felkner for Pure H2O Biotech. Inc

----- Original Message -----

From: [Van Buren, Ellen](#)
To: [REDACTED]
Sent: Monday, June 18, 2007 9:23 AM
Subject: FW: NSF Protocol P231 Certification

Dear Cecil,

Thank you for your interest in NSF International and the services we offer. My associate, Bruce Bartley, has shared with me your interest in certification and I have spent some time reviewing your website. As your primary claim appears to be disinfection, NSF Protocol P231 - Microbiological water purifiers would be the most appropriate protocol for certification. I have attached a copy of P231 along with a general cost estimate. P231 requires a 6 log bacteria reduction, a 4 log virus reduction and a 3 log cyst reduction.

I would suggest a conference call to discuss this in more detail. Please let me know if there is a day and time this week that would be convenient to schedule a call. Thursday morning is very open for me. I'll look forward to hearing from you.

Best Regards,

Ellen Van Buren
 Account Representative
 NSF International
 789 N. Dixboro Rd.
 Ann Arbor, MI 48105
 Phone: 734-827-3822
 Fax: 734-827-7785
 Email: vanburen@nsf.org
 Web: www.nsf.org

<<NSF_P231-02-03.pdf>> <<P231 general cost estimaterevised2005.pdf>>

----- Original Message -----

From: Van Buren, Ellen

To: [REDACTED]

Sent: Thursday, April 03, 2008 4:09 PM

Subject: NSF Application Form

Mr. Doxey,

Attached is a Non-Disclosure Agreement and an Application for Certification. The application form is required to move forward with a project. No deposit is required.

Please feel free to contact me at any time with questions. On behalf of NSF International, we look forward to working with you.

Best Regards,

Ellen Van Buren
Account Manager
NSF International
789 N. Dixboro Rd.
Ann Arbor, MI 48105
Phone: 734-827-3822
Fax: 734-827-7785
Email: vanburen@nsf.org
Web: www.nsf.org

<<Agreement for Nondisclosure of Confidential Information[1].doc>> <<Application for Certification Service.doc>>

Confidentiality Notice: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by email and destroy all copies of the original message.

----- Original Message -----

From: Roush, Maren
To: Van Buren, Ellen ; [REDACTED]
Cc: Roush, Maren
Sent: Tuesday, December 09, 2008 3:34 PM
Subject: RE: NSF P231 Certification

Hi all,

I was just reviewing the various projects on which I worked in 2008 and realized that I hadn't received a status update on this one in awhile. Cecil, how did the cryptosporidium testing with Clancy Laboratories go? Are you still interested in proceeding with NSF testing/certification testing under P231?

My files indicate that NSF has received a Contract for Certification Services, but that we still need to receive product information on the purifier(s) to be tested.

Please send me an update when you get a free moment. I hope all is well with you.

Kind regards,
Maren

From: Van Buren, Ellen
Sent: Wednesday, September 10, 2008 4:00 PM
To: [REDACTED]
Cc: Roush, Maren
Subject: NSF P231 Certification

Dear Cecil,

I hope this email find you well. It's been awhile since I've heard from you, so I wanted to follow up with you on the status of your purifier testing and desire to work with NSF. The last time we spoke, we were waiting for product information from you and the test results from Clancy Labs before issuing an official quote. Have you finished testing at Clancy? Do you have product information that you could send me at this time?

Copied on this email is Maren Roush (mr_oush@nsf.org), project manager at NSF. Maren was involved in one of our conference calls and will be managing your certification project. Both Maren and I are anxious to get your project off the ground, as I know you were as well the last time we talked. Please let us know if you have any updates or if anything has changed. We'll look forward to hearing from you!

Best Regards,

Ellen Van Buren
Account Manager
NSF International
789 N. Dixboro Rd.
Ann Arbor, MI
Phone: +1-734-827-3822
Fax: +1-734-827-7785

Main Identity

From: "Joseph P. Doxey" [REDACTED]
To: <Finstonn@sec.gov>
Cc: <farney@sec.gov>
Sent: Friday, September 07, 2012 10:45 AM
Subject: Fw: NSF 1209.docm
Attention Nina Finton/Farney 090712 11:37amest

I found this email this morning regarding "Contract for Certification" between Pure H2O and NSF. At our last meeting you had stated that NSF denies that they had such Contract or Agreement on file. This email below is dated December 9th 2008, RE:NSF P231 Certification
From: Roush, Maren to: Van Buren; icfelkner. I have highlighted the paragraph in RED as follows: "My files indicate that NSF has received a Contract for Certification Services, but that we still need to receive product information on the purifier(s) to be tested".

Original Message -----

From: [Joseph P. Doxey](#)
To: [Joseph P. Doxey](#)
Sent: Monday, June 18, 2012 1:30 PM
Subject: NSF 1209.docm

----- Original Message -----

From: [Ira Felkner](#)
To: [Roush, Maren](#)
Cc: [Dennis Boudreaux](#) ; [Van Buren, Ellen](#)
Sent: Thursday, January 22, 2009 4:13 PM
Subject: Re: NSF P231 Certification

Hi Maren, You did respond and Mr. Doxey is focused on raising funds now. Very difficult in this economy.

Best Regards, Cecil

----- Original Message -----

From: [Roush, Maren](#)
To: [Ira Felkner](#)
Sent: Thursday, January 22, 2009 2:05 PM
Subject: RE: NSF P231 Certification

Dear Cecil,

I'm not sure if I ever responded to your last message before I got caught up in the end of the year rush, but thank you for the update. We are very much looking forward to working with you.

Kind regards,
Maren

Confidentiality Notice: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by email and destroy all copies of the original message.

From: Ira Felkner [mailto:[REDACTED]]
Sent: Tuesday, December 09, 2008 4:00 PM
To: Roush, Maren

EXHIBIT NSF 17-

Cc: Joe Doxey; [REDACTED]
Subject: Re: NSF P231 Certification

Hi, The testing went well and we were able to verify with the delivery system the data we got on the bench...it did work as expected. Right now the delay is because Mr. Doxey has to generate the funds to do the NSF testing/certification under 231. I will let you know when this can proceed.

Regards, Cecil

----- Original Message -----

From: [Roush, Maren](#)
To: [Van Buren, Ellen](#); [REDACTED]
Cc: [Roush, Maren](#)
Sent: Tuesday, December 09, 2008 3:34 PM
Subject: RE: NSF P231 Certification

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I was just reviewing the various projects on which I worked in 2008 and realized that I hadn't received a status update on this one in awhile. Cecil, how did the cryptosporidium testing with Clancy Laboratories go? Are you still interested in proceeding with NSF testing/certification testing under P231?

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Kind regards,
Maren

From: Van Buren, Ellen
Sent: Wednesday, September 10, 2008 4:00 PM
To: [REDACTED]
Cc: Roush, Maren
Subject: NSF P231 Certification

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Copied on this email is Maren Roush (mroush@nsf.org), project manager at NSF. Maren was involved in one of our conference calls and will be managing your certification project. Both Maren and I are anxious to get your project off the ground, as I know you were as well the last time we talked. Please let us know if you have any updates or if anything has changed. We'll look forward to hearing from you!

Best Regards,

Ellen Van Buren
Account Manager
NSF International
789 N. Dixboro Rd.
Ann Arbor, MI
Phone: +1-734-827-3822
Fax: +1-734-827-7785

12/13/2013

----- Original Message -----

From: Joseph P. Doxey

To: [REDACTED]

Sent: Wednesday, February 18, 2009 11:07 AM

Subject: Fw: Protocol P231 Project

See May 1, 2008

----- Original Message -----

From: Van Buren, Ellen

To: [REDACTED]

Cc: [REDACTED]

Sent: Thursday, May 01, 2008 3:26 PM

Subject: Protocol P231 Project

Cecil,

I understood from our last conversation that you hoped to be wrapping up the crypto testing at Clancy by the end of April and would be ready to move forward with NSF shortly thereafter. To that effect, there are several pieces of information that we will need in order to move forward on your project.

1. Your website describes 4 systems. Do you wish to certify all 4 systems?
2. Please provide a schematic or photo depicting the inside tank/filter configuration and treated water pathway for each system to be certified.
3. What is the void volume of each unit? The void volume is defined as the total water holding volume with the filter medium or components or both in place.
4. Do the units utilize both silver tetraoxide and iodine? If iodine is used, some additional testing at 3 different pH's is required
5. Please provide the test plan used by Clancy labs for the crypto testing in order for NSF to determine if the existing data can be used towards your P231 Certification.

Please let me know if you'd like to discuss by phone. My schedule is a little tricky the next week as I will be travelling on May 2nd and 9th and involved in offsite meetings on the 7th and 8th. However, I'm sure we can work something out.

Best Regards, Ellen Van Buren, Account Manager

NSF International, Phone: (734) 827-3822, Fax: (734) 827-7785

EXHIBIT NSFAD

Main Identity

From: "Joseph P. Doxey" <[REDACTED]>
To: "Joseph P. Doxey" <[REDACTED]>
Sent: Tuesday, February 04, 2014 7:22 PM
Subject: NSF Confirmation of receipt of Service Contract NSF RECEIVED CONTRACT USE

----- Original Message -----

From: Joseph P. Doxey
To: Finstonn@sec.gov
Cc: farney@sec.gov
Sent: Friday, September 07, 2012 11:45 AM
Subject: Fw: NSF 1209.docm

Attention Nina Finton/Farney 090712 11:37amst

I found this email this morning regarding "Contract for Certification" between Pure H2O and NSF. At our last meeting you had stated that NSF denies that they had such Contract or Agreement on file. This email below is dated December 9th 2008, RE:NSF P231 Certification

From: Roush, Maren to: Van Buren; icfelkner. I have highlighted the paragraph in RED as follows: "My files indicate that NSF has received a Contract for Certification Services, but that we still need to receive product information on the purifier(s) to be tested".

Original Message -----

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To: Joseph P. Doxey
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----- Original Message -----

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Kind regards,

Maren

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Pure H₂O Web suggestion

Pure H₂O Bio-Technologies, Inc. Announces New Non-Provisional U.S. Patent Filing for Tetrasilvertetraoxide as Disinfectant Agent for Cryptosporidium

BOCA RATON, Fla. Pure H₂O announced today that it filed on July 25, 2006, a Non-Provisional Patent with the United States Patent and Trademark Office, Washington D.C. for Tetrasilver-tetraoxide (TTO) as a Disinfectant Agent for Cryptosporidium. This patent is a follow-up for the Provisional Patent filed on July 28, 2005.

Pure H₂O Biotechnologies, Inc. developed an improved scientific protocol for this product and engaged Clancy Environmental Consultants, Inc. (CEC) St. Albans, Vermont to perform disinfection studies utilizing TTO as an alternate disinfection process for potable/drinking water. Cryptosporidium parvum oocyst-disinfection cannot be achieved by traditional treatments such as chlorination or treatment with other halogenated compounds including bromine and iodine. From reports in a series of progressive testings, it was concluded that activated TTO is capable of killing Cryptosporidium parvum oocysts at a level sufficient to render contaminated water potable. This underscores the significant advantage of using TTO as an alternate to treatment with the halogenated compounds cited above.

Silver compounds have for many centuries been used to purify water for drinking and for treatment of infections caused by pathogenic microbes. However, TTO is a unique form of silver, which exists in a crystalline form with ionic strength, which far exceeds that of ordinary monovalent silver. It belongs to a class of compounds that are collectively called "electron jumpers" making them much more powerful as antimicrobial agents and yet they are much less toxic to humans than compounds such as silver nitrate (used to treat/prevent eye infections of newborn babies). The successful use of TTO in treatment of swimming pool water is due to absence of a foul odor and skin/eye irritation (as attributed to chlorinated compounds), rapid elimination of bacterial and algal microbes, and it can be recycled within a treatment system rather than eliminated as waste. These properties make it both cost efficient and environmentally safe. In addition, resistant forms of microbes do not arise from the use of silver compounds, including TTO, a significant advantage over traditional disinfectants.

Joseph P. Doxey, President of Pure H₂O Bio-Technologies, Inc. stated, " The Pure H₂O water purifier system contains the disinfectant within the system and only releases disinfectant-free potable drinking water or water with enough residual disinfectant to prevent re-infection by pathogens." This makes TTO an ideal candidate for disinfection of deadly waterborne pathogens such as Cryptosporidium and other protozoans such as Giardia lamblia, whose cysts or oocysts are chlorine-resistant. TTO was previously tested successfully against numerous bacterial and algal strains (treatment of swimming pool water). The United States Environmental Protection Agency has stated that adequate product chemistry, efficacy (killing of EPA specified microbial species), environmental fate, toxicology and ecological effects data have been reviewed showing that human exposure from the purposed use is minimal. The

current application is a step forward, to use this product for drinking water disinfection within a contained system developed by Pure H2O Bio-technologies, Inc.

The claims, which PHBT accomplished by extensive research and testing included in the patent application, bring the company near to the status, which will give the disinfection system NSF certification. It should be noted that very few laboratories in the world have the capability to test for efficacy against *Cryptosporidium* oocysts. For this reason, PHBT chose Clancy Environmental Consultants, Inc. who are nationally/internationally recognized for their expertise in performing these tests and advising commercial and federal clients. PHBT is confident that claims described in its patents for both microbiology and engineering fields will be verified, thereby placing it in an optimum position to claim a significant market share.



Contract for Certification Services by NSF International

A contract made and entered into this 7th day of April, 2008 between NSF International, a corporation organized and existing under the laws of the State of Michigan, with its principal office in Ann Arbor, Michigan, (herein after called "NSF") and PURE H2O BIOTECHNOLOGIES, INC., 370 WEST CAMINO GARDENS BOULEVARD, SUITE 332, BOCA RATON, FL, 33432 (herein after called "COMPANY").

1. NSF is an independent, third party certifying organization. It does not guarantee or warrant any product or service, and does not approve or verify any product or service. NSF also does not review or evaluate every product or service, but instead follows the protocols set forth in the documents described in paragraph 2 of this contract. Certified product(s) are any goods, equipment, component(s), system(s), service(s), material(s), compound(s), or ingredient(s) that have been specifically authorized by NSF for Certification and use of an NSF Mark. The terms Certification and Certified are synonymous with the terms Listing or Listed.
2. COMPANY hereby certifies and represents that it has received and read the Certification standards, protocols or criteria (hereinafter called "the Standard(s)") and Certification policies and guidelines (hereinafter called "the Policies"). The Standard(s) and Policies shall be that which NSF may list in any written notice to the COMPANY, which list may be amended from time to time. COMPANY represents and warrants that, to the best of its information and knowledge, the information given to NSF for the purpose of Certification is true and accurate. COMPANY assumes sole responsibility for the truth and accuracy of such information, including but not limited to information about the products or product names that COMPANY requests to be Certified.
3. Upon determination by NSF that the evaluated products comply with the applicable requirements of the documents referenced in paragraph 2 of this contract, and upon execution of this contract and payment of the annual Certification fee and other outstanding fees, NSF agrees to authorize COMPANY for Certification and use of an NSF Certification Mark (Mark) on COMPANY's Certified products.
4. COMPANY expressly acknowledges and agrees that execution of this contract, of and by itself, is not authorization to use an NSF Mark. In accordance with the documents referenced in paragraph 2 of this contract, NSF will notify COMPANY in writing of Certification and authorization to use the Mark.
5. COMPANY hereby certifies and represents that if authorized to use an NSF Mark, the Mark will be placed only on products fully complying with all NSF requirements. COMPANY further certifies and represents that it will abide by all NSF requirements, as specified in the documents referenced in paragraph 2 of this contract.
6. It is understood and agreed that the documents referenced in paragraph 2 of this contract shall be periodically revised in accordance with procedures that expressly provide for representation and comment by all parties of interest. Any revision shall be announced by NSF by written notice to COMPANY. Upon receipt of notice of any applicable revision, COMPANY agrees that it will abide by the announced revision; or, at its option, COMPANY may terminate this contract in accordance with the provisions of this contract.
7. COMPANY agrees that its use of the Mark is its representation that its products are Certified by NSF and comply with all NSF requirements. COMPANY assumes full and complete responsibility for its use of the Mark or other representation that its products are Certified. COMPANY agrees that it will make claims regarding Certification only in respect to the scope for which Certification has been granted. NSF assumes no liability for any claims arising from COMPANY's misuse of the Mark or misrepresentation of the Certification status of its products, or failure at all times to comply with the documents referenced in paragraph 2 of this contract.
8. It is understood and agreed that a Mark on a product and its Certification are invalid if, as determined by NSF, the product has been altered or has been represented as being Certified for any purpose or end use other than that Certified by NSF.



9. COMPANY shall be solely responsible for, and assumes all risk of property damage, personal injury (including death), or other damages of any kind arising out of or relating to: (i) the use, misuse, sale and resale of any of its products or related goods, whether or not such products or goods are Certified; (ii) the failure to comply with all applicable laws, rules, codes, regulations and industry practices relating to COMPANY's products; (iii) any of COMPANY's negligent acts or omissions, or its willful misconduct; and (iv) any matters covered by paragraph 10 of this contract.
10. COMPANY shall defend, indemnify and hold NSF and its employees, agents, officers, directors, affiliates and permitted assigns harmless from and against any claims, lawsuits, judgments, losses, liabilities, expenses (including reasonable attorney's fees), costs, damages and awards arising out of or resulting from the use or misuse of COMPANY's products, any negligent acts or omissions of COMPANY, or COMPANY's willful misconduct, and any material breach by COMPANY of this contract. COMPANY agrees that, in the event that NSF is not a named party but is involved in legal proceedings (including receipt of subpoenas for documents or testimony) concerning COMPANY or its products or services, NSF shall notify COMPANY, unless prohibited by law, and COMPANY will reimburse NSF for all reasonable expenses related to those proceedings concerning COMPANY, its products and/or services.
11. NSF makes no other representations or warranties, whether express or implied, with regard to its obligations hereunder, or the merchantability or fitness of any goods or products for a particular purpose.
12. COMPANY may terminate this contract at any time upon thirty (30) days written notice to NSF, but shall be liable for costs for services provided by NSF through the date of receipt of notice, and for any additional costs necessary to terminate services. Services provided by NSF may include, but are not limited to audit, laboratory testing, toxicological review, and initial Listing fees. All quotes for services are estimates and do not include the cost of retesting in the event of a product failure during the initial Certification. Upon acceptance of COMPANY's application fee or project deposit by NSF, the application fee or deposit is non-refundable. NSF shall repay only pre-paid fees for services that were not provided. NSF may terminate this contract at any time upon thirty (30) days written notice to COMPANY for noncompliance or nonpayment by COMPANY, or when replaced by a new contract or contract revision provided by NSF.
13. Unless terminated by either party, this contract shall continue in effect from year to year. COMPANY shall notify NSF by December 30 if it wishes to cancel the contract for the next year. If NSF has not received such notice in writing by December 30, COMPANY shall make payment of the required annual fees by January 31. COMPANY agrees that all payments are due 30 days net. A finance charge shall be imposed on all invoices which are over 30 days past due. The finance charge is computed by application of the periodic rate of 1% per month (which is an annual percentage rate of 12%) to the previous month's balance after deduction of payments made since the previous statement date. COMPANY is responsible to pay, without any corresponding withholding from NSF, any and all taxes and fees that may be imposed by any and all governmental agencies outside of the United States, having jurisdiction over COMPANY'S business transactions with NSF. If any annual fee or any other fee is not paid when due, and such failure shall continue for a period of 60 days after written notice of discontinued Listing services, then this contract shall be deemed irrevocably terminated without further notice.
14. After termination of this contract for any reason, COMPANY agrees to immediately discontinue all use of the NSF Certification Mark and shall promptly confirm, in writing, to NSF that COMPANY has discontinued use of an NSF Certification Mark on its products and/or in its product literature and advertising. COMPANY further agrees that, upon termination of the contract for any reason, it shall surrender, efface, or otherwise dispose of, in a manner acceptable to NSF, any unused Marks and data labels, dies, molds, stencils, marking devices, literature, advertisement, or other information bearing a Mark or referencing NSF Certification. If NSF has reason to question conformance by COMPANY with this provision of the contract, COMPANY agrees to allow NSF reasonable access to COMPANY'S facilities to conduct inspections to verify conformance.

COMPANY agrees that NSF's remedies at law to enforce the provisions of this paragraph 14 are inadequate and that accordingly NSF shall be entitled to and COMPANY agrees to the entry of an order in any court of competent jurisdiction specifically enforcing the provisions of this paragraph 14. In the event COMPANY shall become a debtor in any insolvency or bankruptcy proceeding (whether under the laws of the United States of America or the laws of any other country, territory or jurisdiction) after termination of this contract, the COMPANY agrees and stipulates that NSF shall be entitled to relief from any applicable stay, order or injunction to immediately pursue enforcement of this paragraph 14 under applicable law.



- 15. NSF shall have no liability to COMPANY or to any third party with respect to its obligations under this contract or otherwise for consequential, exemplary, special, incidental, or punitive damages even if NSF has been advised of the possibility of such damages. In any event, NSF's liability shall be limited to twenty percent (20%) of the amount actually paid to NSF during the current year of this contract. This limitation applies to all claims in the aggregate, including, without limitation, claims based on breach of contract, breach of warranty, professional negligence, strict liability, misrepresentations, and other torts or claims.
- 16. In connection with determining whether initial Certification is warranted and/or as to any re-Certification, NSF agrees to provide COMPANY written notice of nonconformance with any NSF requirement. NSF reserves the right to withdraw authorization for Certification and use of a Mark for any product, at any time, for COMPANY's failure to correct the nonconformance within a reasonable time.
- 17. Any legal action by either party or any person or party claiming any right or seeking to avoid any obligation under the contract, or otherwise relating in any way to this contract, shall be brought and maintained exclusively in the United States District Court for the Eastern District of Michigan if it has subject matter jurisdiction, and otherwise in the appropriate District Court or Circuit Court in the State of Michigan as provided in the venue statutes of the State of Michigan. The parties consent to personal jurisdiction and venue in such courts, and further agree not to seek to invoke the jurisdiction of any other court. This contract shall be governed, interpreted and construed in accordance with Michigan law, without regard to its conflicts of law provisions.
- 18. The invalidity or unenforceability of any particular provision(s) of this contract and/or the documents referenced in paragraph 2 of this contract shall not affect the other provisions.
- 19. This contract and the documents referenced in paragraph 2 of this contract constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous communications, representations or agreements, whether oral or written, between the parties with respect to said subject matter. No modification will be binding upon either party unless it is made in writing and is signed by duly authorized representatives of both parties.

For
NSF International

Michael P. Walsh

Signature

Michael P. Walsh, Chief Financial Officer

Name and Title

April 7 2008

Date

For
PURE H2O BIOTECHNOLOGIES, INC.

Joseph P. Daxos

Signature

Joseph P. Daxos, President

Printed Name and Title

4/8/2008

Date

NSF INTERNATIONAL
FACILITY RECORD SHEET (FRS)
4U381-PURE H2O BIO-TECHNOLOGIES, INC. - BLAIRSVILLE, GA

Customer Details (CD)

Corporate:

4U380
PURE H2O BIOTECHNOLOGIES, INC.

Program Standards Std Status Status Date Drop Reason
PROTOCOL(J) P231 APPLY 04/04/2008

Billing Codes

[Redacted]

www.pureh2obiotech.com

Corp Status: APPLY

Corp Status Date: 04/04/2008

Corp Last update Date: 04/04/2008

Published Toll Free:

Published Phone: 561-271-4777

Corp Fax: 561-218-6169

Alt. Phone:

Corp email:

Contact: Phone Fax Alt. Phone1 Email Comments
MR. JOSEPH P. DOXEY [Redacted] [Redacted] [Redacted]

DR. CECIL FELKNER [Redacted] [Redacted] [Redacted]

Mail: Phone Fax Alt. Phone1 Email Comments

MR. JOSEPH P. DOXEY
PURE H2O BIOTECHNOLOGIES, INC.
[Redacted]

Bill: Phone Fax Alt. Phone1 Email Comments

MR. JOSEPH P. DOXEY
PURE H2O BIOTECHNOLOGIES, INC.
[Redacted]

Program Rep: Phone: Fax: Email:

Cert. Comments: TRANSMITTAL PREFERENCE: E-MAIL

General Comments: AGREEMENT FOR NONDISCLOSURE OF CONFIDENTIAL INFORMATION ON FILE 04/04/2008

NSF Online Active User Information:

User Name Phone Email User ID Active

Facility:

4U381 Region: 1 Store#: [Redacted]
PURE H2O BIO-TECHNOLOGIES, INC.

RFS Division:
Program Standards Std Status Status Date Drop Reason
PROTOCOL(J) P231 APPLY 04/04/2008

Billing Codes

Facility Listing Status: APPLY

Facility Status Date: 04/04/2008

Facility Last Update Date: 04/04/2008

Facility Toll Free:

Facility Prim Ph: [Redacted]

Facility email: [Redacted]

Facility Fax: 561-218-4767

Facility Alt. Ph:

Contact: Phone Fax Alt. Phone1 Alt. Phone2 Email Comments

MR. DENNIS BOUDREAUX [Redacted] [Redacted] [Redacted]
MRS. ELENA DOXEY [Redacted]
MR. DARYL DOXEY [Redacted]

Mark Authorization:

Comments: TRANSMITTAL PREFERENCE: E-MAIL

Facility: BLAIRSVILLE, GA

PROPOSED FACILITY LISTING - STD P231

Last revised on

Text in bold and italics or in box will not appear in Official Listings



44380

APPLICATION FOR CERTIFICATION

Standard/Protocol P231

Is this a Revised Application NO

Sent To: Joseph P. Doxey, President

1. CORPORATE NAME: PURE H2O BIO-TECHNOLOGIES, INC.

Location Address: [Redacted] Street City/State Zip USA Country

Mailing Address: All Correspondence forward to: Mr. Joseph P. Doxey [Redacted]

Phone: [Redacted] 800: [Redacted] Fax: 561-218.6169 E-mail: [Redacted]

Web Address: www.pureh2obiotech.com (If you provide this address it will appear on www.nsf.org upon Listing of your products. CERTLINK provides a link between your NSF Online Listing and your Company's website. You are responsible for notifying NSF of changes to your web address.)

Corporate Contact: Mr. Joseph P. Doxey and/or Dr. I. Cecil Felkner

Corporate Contact Phone: Mr. Joseph P. Doxey Tel: [Redacted] E-mail: [Redacted] Dr. I. Cecil Felkner Tel: [Redacted] E-mail: [Redacted]

2. PRODUCTION FACILITY: Stand Alone Single Steel Arch Facility approx. 3,200 square feet. (If more than one facility, attach an application for each.)

Location Address: [Redacted] Street City/State Zip USA Country

Mailing Address: [Redacted] USA (If different from location address)

Phone: [Redacted] 800: [Redacted] Fax: [Redacted] FL E-mail: [Redacted] GA E-mail: [Redacted]

Facility Contact: Mr. Dennis Boudreaux, PE Telephone: [Redacted] E-Mail: [Redacted] Mr. Daryl Doxey Telephone: [Redacted]

Facility Contact Phone: Mrs. Elena Doxey Telephone: [Redacted] Fax: [Redacted]

Operating Hours: 9:00AM-5:00PM M-Sat. Holidays/Closings: Christmas, New Years, Easter Thanksgiving, Memorial Day

Request for masked Facility designation (e.g. Facility #1 USA)

3. A check in the amount of \$ 0.00 is enclosed for the project/project deposit. Upon acceptance of this application by NSF, the project/project deposit is non-refundable. Charges for professional services, audits, toxicological services, and testing will be invoiced as rendered.

Please be advised that payment terms on all invoices is NET 30 days. Effective January 1, 1996 a finance charge will be imposed on all invoices which are over 30 days past due. The finance charge is computed by application of the periodic rate of 1% per month (which is an annual percentage rate of 12%) to the previous month's balance after deduction of payments made since the previous statement date.

Please describe the equipment/products to be Certified: Potable water disinfection systems for residential, commercial and hospital use: See Products web-site: www.pureh2obiotech.com

Return this application and check to: Ellen Van Buren, NSF International, 789 Dixboro Road, Ann Arbor, MI 48105 Fax: 734-827-7785 E-mail: vanburen@nsf.org

Affidavit: I certify that I agree to comply with the applicable NSF policies relating to use of the NSF Mark. I am authorized by the company to apply on behalf of the company for NSF's evaluation and Certification services. I am further authorized to agree that the company will pay NSF for any charges billed for services rendered at the request of the company in the initial evaluation and/or testing of products for Certification.

[Signature] April 4, 2008 Officer Signature (Chairman, President, or VP only) Date

Joseph P. Doxey, President & CEO Officer Name and Title (print or type)

Please indicate the method(s) that can be utilized to relay formulary information to your company. It is the responsibility of the client to notify NSF of any changes.

X E-mail [] Facsimile [] Standard Mail

APR 04 2008 NSB 4/4/08

Main Identity

From: "Joseph P. Doxey" [REDACTED]
To: "Joseph P. Doxey" [REDACTED]
Sent: Monday, June 18, 2012 1:30 PM
Subject: NSF 1209.docm
----- Original Message -----

From: [Ira Felkner](#)
To: [Roush, Maren](#)
Cc: [Dennis Boudreaux](#) ; [Van Buren, Ellen](#)
Sent: Thursday, January 22, 2009 4:13 PM
Subject: Re: NSF P231 Certification

Hi Maren, You did respond and Mr. Doxey is focused on raising funds now. Very difficult in this economy.

Best Regards, Cecil
----- Original Message -----

From: [Roush, Maren](#)
To: [Ira Felkner](#)
Sent: Thursday, January 22, 2009 2:05 PM
Subject: RE: NSF P231 Certification

Dear Cecil,

I'm not sure if I ever responded to your last message before I got caught up in the end of the year rush, but thank you for the update. We are very much looking forward to working with you.

Kind regards,
Maren

Confidentiality Notice: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by email and destroy all copies of the original message.

From: Ira Felkner [mailto:[REDACTED]]
Sent: Tuesday, December 09, 2008 4:00 PM
To: Roush, Maren
Cc: Joe Doxey; [REDACTED]
Subject: Re: NSF P231 Certification

Hi, The testing went well and we were able to verify with the delivery system the data we got on the bench...it did work as expected. Right now the delay is because Mr. Doxey has to generate the funds to do the NSF testing/certification under 231. I will let you know when this can proceed.

Regards, Cecil
----- Original Message -----

From: [Roush, Maren](#)
To: [Van Buren, Ellen](#) ; [REDACTED]
Cc: [Roush, Maren](#)
Sent: Tuesday, December 09, 2008 3:34 PM
Subject: RE: NSF P231 Certification

Hi all,

I was just reviewing the various projects on which I worked in 2008 and realized that I hadn't received a status update on this one in awhile. Cecil, how did the cryptosporidium testing with Clancy Laboratories go? Are you still interested in proceeding with NSF testing/certification testing under P231?

My files indicate that NSF has received a Contract for Certification Services, but that we still need to receive product information on the purifier(s) to be tested.

Please send me an update when you get a free moment. I hope all is well with you.

Kind regards,
Maren

From: Van Buren, Ellen
Sent: Wednesday, September 10, 2008 4:00 PM
To: [REDACTED]
Cc: Roush, Maren
Subject: NSF P231 Certification

Dear Cecil,

I hope this email find you well. It's been awhile since I've heard from you, so I wanted to follow up with you on the status of your purifier testing and desire to work with NSF. The last time we spoke, we were waiting for product information from you and the test results from Clancy Labs before issuing an official quote. Have you finished testing at Clancy? Do you have product information that you could send me at this time?

Copied on this email is Maren Roush (mroush@nsf.org), project manager at NSF. Maren was involved in one of our conference calls and will be managing your certification project. Both Maren and I are anxious to get your project off the ground, as I know you were as well the last time we talked. Please let us know if you have any updates or if anything has changed. We'll look forward to hearing from you!

Best Regards,

Ellen Van Buren
Account Manager
NSF International
789 N. Dixboro Rd.
Ann Arbor, MI
Phone: +1-734-827-3822
Fax: +1-734-827-7785

No virus found in this incoming message.

Checked by AVG - <http://www.avg.com>

Version: 8.0.176 / Virus Database: 270.10.12/1909 - Release Date: 1/22/2009 7:08 AM

EXHIBIT F-26

Main Identity

From: "Joseph P. Doxey" [REDACTED]
To: "Joseph P. Doxey" [REDACTED]
Sent: Monday, February 10, 2014 5:04 PM
Subject: Fw: Felkner's statement back in July 31, 2008

----- Original Message -----

From: [Joseph P. Doxey](#)
To: [Joseph P. Doxey](#)
Sent: Thursday, December 12, 2013 4:03 PM
Subject: Fw: Felkner's statement back in July 31, 2008

----- Original Message -----

From: [Joseph P. Doxey](#)
To: [Dennis Boudreaux](#)
Sent: Wednesday, July 17, 2013 7:42 PM
Subject: Fw: Felkner's statement back in July 31, 2008

----- Original Message -----

From: [Joseph P. Doxey](#)
To: [Joseph P. Doxey](#)
Sent: Tuesday, June 19, 2012 7:55 PM
Subject: Felkner's statement back in July 31, 2008

Dennis found this letter between Felkner and I. See Felkner's ststement in RED Bold and underlined below. Red = Felkner Blue = Joe

----- Original Message -----

From: [Ira Felkner](#)
To: [REDACTED]
Sent: Thursday, July 31, 2008 3:56 PM
Subject: Re: Cecil Felkner reply 073108

Hi Joe, I had a minor fender-bender about an hour ago backing out from a WalMart parking lot. Not much damage, but a nuisance to get things fixed. Not a good day, but I'll survive. Regards, Cecil-----

Original Message -----

From: [REDACTED]
To: [REDACTED]
Sent: Thursday, July 31, 2008 1:32 PM
Subject: Cecil Felkner reply 073108

----- Forwarded Message: -----

From: "Ira Felkner" [REDACTED]
To: "Joseph Doxey" [REDACTED]
Subject: Solvent?
Date: Wed, 30 Jul 2008 17:40:26 +0000

Good Afternoon Joe,

I see that the website is down (the web-site is hosted by us and was down because too many visits slowed it down, that is a good thing... The Geek squad has two separate visits with the help of Elena and Dennis. It was backed up and running last night at 7:30PM) and that the stock also went down by about 40%. (The stock bid price has been steady and today's price is \$.05 by \$.10 with the next bid at \$.65.) You

2/20/2014

EXHIBIT K-2

need a level II program to see what is really going on. All these delays, etc. are hurting the image of PureH2OBiotech. During the summer months of June, July and August the Wall Street brokers and traders take their vacations and relax. We have been taking advantage of this down time cleaning up the company including working everyday with the CPA's, trying to complete financial statements, tax returns, pink sheet disclosure statements that will enable us to perform audited statements to move us up to the next level of becoming a reporting company. **You just have to come up with funding.** (Have you not read my emails regarding the funding programs that are in motion?) **I need to hear from you!** (Check if you have received my emails from me at [REDACTED]) If you are not receiving my emails regarding Crate Shipments/Kentucky/ Denise BrownESQ. New counsel, Cpa's, Tom Hargy Invoices, Patents/Kain/Diagram/Clancy Report information, Texas Permanent Financing, Alpharetta Equity Financing, New Hampshire Public Relations/EMediaDirect Proposal for PRHB, Securities Counsel N.J. filing new offering/waiting on Financials and tax returns from Cpa's, GA Banks lines of credit/appraisal, Mark Jones/New Video needed for public relations/Pink Sheets Disclosure documents/ I will resend them to you.) **not sporadically, either.** (How was your time spent with your son, hope he had a good visit this past month) **What about the status of the system?** Dennis is doing the best he can. "Joe, I am not ready to proceed with any testing on the system at this time. As I informed you before I plan to work on the system during the weekend. My regular work schedule has been very full and I have not had time to devote to the system. My schedule is starting to get lighter so I should be able to devote more time to the project in the near future. When I am about a week prior to testing I will notify you. You may want to turn your computer back on now. See subject above.

I am not sure what Mark intends to do with the website (Mark is not doing anything with the web-site, it has been corrected last night with the help of Karen & Dennis Boudreaux, Elena and the Geek Squad) (I asked Mark to put together an outline for a new video that was requested by EMedia /see proposal last email. Mark did a video in the past that I used in Saudi Arabia at the King Saud University, live T.V. , but keep in mind that data intended to go into a patent application, if made public can be counteractive. (I asked you to send Mark the Clancy Report because our computers were down when Mark had found the time to begin to prepare the outline that I copied to you. I asked you to oversee Mark's work (1st DRAFT). Mark is only going to make "Broad Statements" but as a professional, he needs the backup documents to enable him to make these broad statements. I am not a patent lawyer, but please remember how hard the patent reviewer tried to reject the application because of prior art/existing patents, etc. (I am well aware what we went through with Kain, I wrote letters to Kain at that time) I think that the old website works (Yes, I agree) if things like the news release I wrote about 2 months ago were to be made known. (Timing is everything with Press releases, not during the summer months and not without a firm to buy our new offering, what good would it do us. The group in Alpharetta are our replacements to Big Apple who put us in this position. EMedia group were referred to us by the Alpharetta firm. We are now dealing with traders not brokers. EMedia is ready to execute the retainer agreement and will be paid by the 1st subscription from Alpharetta. EMedia requests a fresh video supporting documentation of our TTO technology to be placed and distributed. Mark is more than willing to put his face out there. The cost of the video is only \$2,000. It would be great if you and Mark were in the video together. We can splice and insert you at USBioSystems if you desire to. Special Report TV, Ft Lauderdale, Fl, wanted to film us at Clancy, do you remember? I wanted to send Special Report TV but funds are tight again because of Big Apple. **We can project that the system will meet the criteria for certification, based on recent results and that new patent applications will soon be submitted to the PTO.**(Yes, this is a good broad statement)

I want the project to succeed and I have been giving lots of effort to that cause, but investors won't buy too many delays or excuses.(We all want the same thing, we all have been working hard to achieve a successful completion of a certified product by NSF, doing whatever it takes to get there and I am taking all the financial risks by borrowing from banks not equity financing. We now have the equity financing lined up, public relations and with the video we have a home run. So in the meantime of doing all of the above please help Mark Jones with what he needs. Call him and support his sacrificial efforts at 720-244-9138. He would love to hear from you. Nothing will go out until you are satisfied and give the final o.k. Let him start the first draft. Mark is under and executed our confidentiality & non disclosure agreement and always asks for a letter from me authorizing to do certain tasks before he starts. Mark is a microbiologist plus a marketing guru just like Marsha Marsh is a chemist and market guru. It would also be creative to give Marsha a small segment in the video. What do think?

Being that I have not taken a brake this summer, and I am now in the closing mode with all of the scenarios that

2/20/2014

EXHIBIT F-28

were put into motion starting with the 1st meeting with our new accountants on June 22, 2008, including the referral from our legal counsel who also represents the traders in Alpharetta GA. EMedia has now presented the new proposal received yesterday and copied the Alpharetta group (as they will not participate without the contract in place with EMedia), Texas (permanent mortgage financing) Financials and Tax return should be in my hands tonight. The Cpa's worked late last night and we were on the phone with the finishing touches. The GA Bank put in motion the appraisal and has been completed and a meeting is set for tomorrow Friday Aug 1, 2008 for the line of credit. Hargy's invoice will be paid shortly as I replied this morning along with your envelope and the donation to St. Mathews Church who has been praying 3x per day on our behalf. I intent to get back to Florida this weekend but all depend on what transpires this afternoon and tomorrow. I am confident and I am ready to take on more personal debt with the bank and with the hope that NSF will certify the hospital system.

Best Regards, Cecil

From: JDoxey [REDACTED]
Sent: Friday, July 25, 2008 1:51 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Fw: Kentucky Court Hearing July 22, 2008

----- Original Message -----

From: [REDACTED]
To: [REDACTED]
Cc: Joseph P. Doxey
Sent: Friday, July 25, 2008 1:34 PM
Subject: Kentucky Court Hearing July 22, 2008

Re: Kentucky Trip/ Mazziotti Case 07/22/08

Summary: Just returned to Georgia from Kentucky last night. Drove 15 hours round trip for a hearing that took only 30 seconds of the courts time and I do mean 30 seconds.

The Honorable Judge Fulton denied our motion on Monday 07/21 to allow me to be present via telephone for a scheduled hearing on Tuesday 07/22 at 9:00AM at the Kentucky Bankruptcy Court, regarding a simple motion to withdraw our present counsel Erica Barnes, Esq. and to introduce our new counsel Ms. Denise Brown, Esq., who was referred by the State of Kentucky Attorney General's Office ("AGO") last week. I met with Denise Brown for the first time at the hotel and followed her to her office. Upon my visit, I met her two young daughters and I do believe that Denise is capable and aggressive enough to take on this issue. She has the same spiritual beliefs and thinks along the same lines that we all do. We just need to get her caught up on all the inconsistencies that have transpired.

On Monday 07/20/08 we received a call from Denise Brown stating that our motion was denied. Denise, Elena and I were surprised of the courts denial that I had to pack up and go. I left Georgia at 3:00PM and arrived at 11:00PM.

My first thought was that they are trying to antagonize me and may be on a course to try and come up with a reason to dismiss our case.

Subordination Agreement: Judge Fulton relied on the defenses argument that the Subordination Agreement issue was enough to allow the defendants to take the \$152k from the closing and released the thugs from contempt. Judge Fulton and Kent Wicker found a way to cover their own positions by leaning on the testimony of Charles Friedman, Esq. (who initiated the "subordination agreement" and who is also responsible for the following:

1. The Subordination Agreement was for an intended mortgage closing in October 2007 that did not occur.
2. Chuck Friedman executed this live document on our behalf to be used by an unknown "first lender" in October 2007 authorized by our inside counsel Bruce Keihner/ Director .
3. Chuck Friedman never called back the subordination agreement when the closing did not occur in October 2007. He left a blank check hanging in the wind?
4. The same subordination agreement was used in December 2007 with Gus Goldsmith as the Primary lender.
5. Chuck Friedman executed the subordination agreement with blanks in the document to be filled in at a latter time?

Note: The Court Order also stated that the "Mortgage Settlement Agreement" needed to be submitted to the court by the new lender (Gus Goldsmith). The settlement agreement was not submitted to the court as ordered by Judge Fulton, nor did we see it for our review and

acceptance or were apprised of the closing until after the fact. In January 2008, the company asked for Bruce Keihner, Esq. resignation, fired Chuck Friedman, Esq. and Mike Stauder, Esq. Besides the fact that of all the aforementioned issues were handled with self interest first, caused our delay in all aspects of the company moving forward.

Evidence: It was founded by me through an e.mail of record from Chuck Friedman to Bruce Keihner stating that his check was in the mail. This e.mail was sent by mistake by Friedman's secretary.

Note: Keihner brought in Stauder, Stauder brought in Chuck Friedman, Keihner brought in Erica Barnes through his alumni at Cornell University. Erica Barnes was retained by the Company because she knew of the Mazziotti's. Erica's firm Stites and Harbison, was retained by the State of Kentucky as plaintiffs pressing charges against the Mazziotti's (defendants) in regard to taking a loan from the State of Kentucky in the aggregate amount of \$100,000. The shell company was set up with the Mazziotti's widowed mother, age 92 as the principal (president). The mazziotti's threw the \$100,000 in the bankruptcy. I asked Erica what did they use as collateral to get the loan from the state. She replied equipment. The only equipment that was available was our company's 24' foot CNC lathe that was left behind because Daryl Doxey and Joe Dunn could not move it when relocated all our equipment to Florida. This asset was not disclosed in their bankruptcy schedule submitted to the Bankruptcy court. Kent Wicker did not disclose any of their assets in the Bankruptcy schedule. Reminder: The bankruptcy court trustee questioned the exotic cars because the Mazziotti's had liens placed on these cars by friends. (Ferrari, Ford GT Cobra, Shelby) But nothing more was said about this issue after Chuck Friedman notified me of this issue. Do not know why?

Erica Barnes, Esq.

This hearing yesterday was to allow our present attorney Erica Barnes, Esq., to dismiss herself from the case. We fired her for non-performance and her incompetence after the court last October 2007 found the defendants in contempt of court for taking \$152,000 when the court ordered that they could refinance the house but could not take any funds away from the refinancing. The Mazziotti's, Gus Goldsmith (lender) directly disobeyed the order and 7 months later the judge let them all get away with it (on Erica Barnes watch). Kent Wicker at this juncture asked Judge Fulton that he wanted to leave the case. The judge said NO to Wicker, you are directly responsible for your clients actions. Wicker went the distance and said that he had another lawyer to take his place. The judge said no attorney would step in and take on this liability. responsibility. Your clients, Joseph Mazziotti, Louis Mazziotti and Debra Mazziotti and Gus Goldsmith are in contempt of court. Wicker was running for the hills. At this point in time the Company was almost certain that we would see some funds from the \$152,000. Erica Barnes asked us to relieve Debra Mazziotti from the contempt issue and we did, because we believed that Debra was innocent. We were sorry we let her go. (Another saga)

This release of the contempt charges by Judge Fulton is very disturbing. It is transparent to me that the subordination agreement has nothing to do with the Direct Order from the Court NOT take MONEY from the Closing. The defendants, particularly, Gus Goldsmith's attorney wrote recently that the Court has nothing to do with the Mazziotti's house or something along those lines. We need to revisit Goldsmith's attorney rebuttal to our appeal. I am not up to speed on this issue; just seen it last Friday 07/18 sent to me by Erica Barnes.

They are trying to find a way to dismiss our case. If I did not show it would have been dismissed.

Appeal: Erica Barnes

We have an appeal filed that was written by Erica Barnes and the issues in her writings are the issues that she should have been communicated to the court, when we had the defendants on the stand last month regarding the contempt of court. I am very concerned with the manipulation going on in this court, so I went out to reach for outside assistance with the Attorney General's Office (AGO). I wanted to go this route but Erica Barnes said it would jeopardize the case.

AGO Last week, after 2 hours speaking with their representative, it turns out that this office has no jurisdiction over this matter. Although they know all the names and acknowledged these characters (thugs) we are up against.

I insisted that the company intends to file a report to their office just for the record and he said to go ahead and file our letter. I asked, why, if you know of these thugs why are they still operating on the street? The AGO can not do anything but gave us the contact numbers to other outside agencies including the local FBI, KY Bar Association and Tobacco/ fire arms (Chicago).

In light of reading the time schedule outside the room we were first on the list. I entered the court room at 8:45AM and sat in the back by the door entering the room, observing the room fill up with lawyers and creditors. Everyone's eyes were on the door, checking out who was who as the room filled to its capacity. I noticed Kent Wicker in the first row trying to solicit new business. He looked as if he was in a stupor. The first thing the judge said was "is JDoxey present" I was expecting him to say "is a representative of Pure H2O present this morning". If I was not physically present he would have grounds to throw the case out.

Note: Going back a few months to the contempt hearing, after the judge bought the testimony from Mazziotti, Gus Goldsmith, Chuck Friedman, Kent Wicker, he had stated to the court and especially intended for Erica Barnes, "that one of the parties is going to be disappointed after the trial" The judge already has his mind made up. We submitted the appeal.

After we left the court, Kent Wicker comes up to me outside the courtroom door to shake my hand. My first thought was that he did not know what he was doing, was he trying to solicit new business and not know who I was. Did he unconsciously make a miss take? He looked terrible, desperate, maybe had a bad night, and I could not believe his actions. In any event, Denise Brown and I walked into the elevator and guess who was in the same elevator with us, yes, Kent Wicker. There was also one other unrelated lady in the elevator. Wicker is staring at me, and I am waiting for him to say something first. His face changes and I said to him, Are you still representing thugs? He turned red and said nothing and then the door opened and I stated to him that your clients are going to jail. He then walked behind Denise and I and tried to get the marshals attention to go after me. The marshals remembered me when I first came into the court threw the security entrance and we had kind words and a laugh. The marshals blue Wicker off.

My actions were for the benefit of Denise Brown. I know she was nervous and concerned and actually tried to protect me utilizing body language. In my mind I see Kent Wicker, a Harvard lawyer, who has proven to use all the lawyer tricks against us, including lies regarding faxes to Steven Ginns, Esq. that the contents were not delivered only cover sheets, submitting motions on a Sunday that Lester Adams, Esq., was not aware of while we were sitting in the Kentucky court, Chuck Friedman, Esq., misrepresented himself and Erica Barnes, Esq., just naive. Wicker has succeeded to intimidate our side for years with his tactics, manipulation, lawyer tricks, filing motions that our side did not see the judge lets Wicker get away with this. Our aforementioned attorneys have acted as if we were the defendants on the run. Wicker is good and has the judge in his corner. When I think of Wicker knowingly not disclosing the Mazziotti's assets, on the bankruptcy schedule, appraising the house with a drive-by appraiser, (no appraisers were allowed in the house to take photo's, because we all would see the assets in the house). The square footage was 7,500 square feet but Wicker only disclosed only 3,500 square foot for the benefit of giving

----- Original Message -----

From: [REDACTED]
To: [Ira Felkner](#)
Cc: [Joseph P. Doxey](#)
Sent: Friday, August 29, 2008 7:53 PM
Subject: Cecil understanding of events 082908

Joe,

I appreciate the fact that you are sending something, but \$1K does not really cover enough of the 3 and now 4 months without payments. (Cecil I guess I have to explain and I do not have the strength to get into it but here it goes..) It is close to six and have had a devastating last 5 weeks. While Hargy was finishing up the crypto tests and writing the final report hoping the results were what we expected; Hargy asking for an additional \$16K was a surprise that had to be thrown into the mix. Hargy, shipping the system back to Dennis for final improvements, shipping additional inventory by crate UPS. I had to travel to get this done for Dennis. Kain wanting his funds in July when he stated he would not go forward until the \$3,500. arrived in July when he said he would not do the work until August. He submits the writing the same day it was due Aug 9th. remember.

The bottom line is that my mother in-law had to pay my girls tuition this past month because the company was caught up in a 2 triple plays. Elena cried for 8 days, it was more than devastating. But we have prevailed and turned all negatives into positives.

While I traveled to Kentucky the first trip in July we paid Kain,\$3,500 and I did not appreciate you writing to me saying ("What are you going to do about it?") it was settled as soon as I got to it remember. Then CPA was paid \$1,000 June 27th and the job was not completed until August 15th with Elena working two weeks straight while I was traveling giving answers via telephone on the road. An additional \$6,000 to finalize the accounting with a full week of my time and Elena sitting in the accounts office helping them resolve all the issues. Then the new legal counsel Denise Brown, who was referred by the Kentucky attorney generals office we paid a total of \$7,500. A total of \$22,000 was issued via 3 credit cards plus checks from loans. The loan in Texas through UPS Capital was in motion, along with the trip to Alpharetta for financing with Investment bankers Acorn Capital, E-Trade, Alfa trade, 3 banks, the investment bankers, the traders, the Public relation firms, the legal firms, have all been visited by me with hand shake and a commitment to work on our behalf. The tables are set now ,the agreements are in place with all waiting for me to unleash the disclosures statements on Pink Sheets, disclose corporate tax returns that are now completed, place the year ending December 31 2007 and 2006 financial statements on the disclosure boards, new moderators are now on board.

Banks:

My credit score dropped significantly and raised a red flag. It was an isolated situation as I explained and proved up the 3 payments paid via credit card(s) \$22,000. After 3 weeks of back and forth the bank in Georgia approved the line of credit line at 8:45 PM on a Thursday night. I had to put up more collateral to get the loan. I am into this bank for \$233,000, plus \$16,000 increase and now a new line of credit in the amount of \$50,000 plus the credit cards \$22,000. Total \$321,000 for just 2008. You have received at least 1/3 correct me if I am wrong. I went into my daughter's education fund to make ends meet last year. I have borrowed over \$1m in the last two and one half years, that's 30 months, betting on you to come through so we can take a product to market. Yes I am taking all the risk, because I believe in you and I believe in Dennis, I believe in Mark Jones, I believe in Elena and all the professionals who helped this company get to where it is.

My ass is hanging out there and we have urgency now to complete this video, just like the Kain, exercise in the final hour deadline Aug 9th. All the fund managers, brokers, traders, pr firms are waiting to see the NEW VIDEO. That is the main issue that will start the funds rolling in this week. Your release was sent out today to 3 of the PR firms to review. Special Report TV agreed to

place two follow-up releases. I have set the table for the money to start flowing and it is based on the VIDEO. The production people who worked for NBC agreed to work this weekend. I sent them 20 original photos to use where they choose. I have not read one word that Mark has written. I have not had the time. I have been preparing the company to qualify us to reach the next level. I wrote to you saying that I am relying on you to oversee his writings. Stop the nonsense and write what you believe will make the best video that all the aforementioned professionals can rely on. Mark has found a reliable and valuable production group that came in at \$3,000. for the total project. We had prices as high as \$15,000. I sent this production studio \$1,500 via credit card this morning with the Non Disclosure Agreements and have been executed today.

We have a 10yr old car that may conk out any day, dental, medical, property taxes also due soon and have not enough reserves to even stay where we are and continue without the payments that we agreed upon. So let's see where things, including funds stand after next Friday (your settlement with the Thugs.) Next Friday is not with the thugs... that issue is now resolved. The Settlement agreement will be turned into cash as soon as the Judge writes it up after this weekend. The Judge is willing to be available via telephone conference next Friday if necessary, but myself and our legal counsel does not see that he will be needed. The people on Friday will be happy that the Mazziotti case has been finally settled and they will receive there money also. The Video is the key and will validate everything for everyone. The best thing that Mark did was find the production company, sold the idea for \$3,000 including a professional actor who matter of fact looks like my father who passed away 15 years ago and wrote an outline for the team without pay. Please hit the computer and deliver what you think should be said and written. Remember we are not selling Ozone or UV we are selling the TTO. The TTO is better than UV Ozone and outperforms halogens. Do not use Iodine at all it is not necessary to even bring it up.

This video is set up for distribution on many sites and addresses in the major financial markets. I need to send the final report tomorrow to the Production Company. The actor is now reading the web-site and was told by me that the additions and adjustments were forth coming from Dr. Felkner. I will call you on Saturday after you have time to read this letter in the AM are you at the gym at 10:00AM. If you want to call tonight I am here. [REDACTED] Thank you and do not worry we will have money next week that will bring you up to date and buy your new car.
Sincerely, Joe

before making more decisions. (Decisions are made already and everything is in motion. We are now where we want to be.) Kain and Hargy will be satisfied next week also. We need to finalize the video, complete the patent, fly to NSF to introduce the Hospital System.

Best Regards, Cecil

----- Original Message -----

From: [REDACTED]

To: [Ira Felkner](#)

Sent: Friday, August 29, 2008 2:03 PM

Subject: Re: VS Video Corporate Quote Request

Cecil

Elena sent you a check for \$1k today, you should receive it tomorrow Saturday Aug 30th US Postal Service. The bank again has not completed its transfer. Trying to correct it today. Banks like to float the funds on holidays and bankers normally leave the office on Fridays. We will have it all corrected by Tuesday of next week.

The 3rd Script draft was also sent to you for your review. We should only touch on Ozone and UV and why our TTO is better.

TTO is more favorable 90%

Problems with UV 5%

DENNIS = GENERIC
DOXEY = Bold ()

----- Original Message -----

From: [REDACTED]

To: [REDACTED]

Sent: Saturday, August 30, 2008 2:16 PM

Subject: Joe Dennis

Joe,

I just finished reading the script for the video. I cannot see what Cecil is so concerned over the inclusion of Iodine in the video. What I interpreted was more of a comparison of TTO to Iodine and not the fact that Iodine kills Crypto. (I agree) The only place where someone could interpret a direct comparison is on page 9, the in the very first sentence.

I assume the sentence is to be used as a reference to the (patented) system that was modified to produce the existing system. (Yes, this is exactly what we would say in the event of a question regarding Iodine came up. Iodine was our initial choice of the halogen family to begin the process to see if we could kill microorganisms completely. At that time not too many water companies tested at all or used live organisms. We started utilizing live organisms. We had to grow the Cryptosporidium and not too many laboratories knew how to grow or even knew where it exactly came from. In any event, this was our platform to begin our focus on how to test to prove a kill of the most common microorganisms in water. Our tests concluded that Iodine is good for certain applications because we tested against bacteria viruses and largely pathogens where we found that halogens only do 2/3 of the total job, meaning that halogens including Iodine, chlorine and bromine has an impact on certain bacteria and viruses but very limited impact with pathogens. (Cryptosporidium) This analysis furthered our focus to work with, test with, TTO tetrasilvertetraoxide and you know the rest of the story.) If this is the case we may want to change the sentence somewhat or remove it altogether.

(Denise lets leave it alone and I will tell you why. This morning I finally figured it out. Cecil, being in the position he is in, does not want to take the chance that he is even associated with Iodine, a useless halogen against any pathogen. Even though its use is o.k. for bacteria and some viruses. The historic studies with halogens (Iodine, chlorine, bromine, etc.) in Cecil's eyes are for freshman students in high School. His association with Iodine can cause an embarrassment to him and does not want his name associated with halogens after he wrote the papers to Congress the effects with Ozone with TTO, UV light etc. We are working toward creating a video to (i) validate our pre-certification stage with Clancy, (ii) we are ready to submit our new Hospital System utilizing TTO to NSF (iii) Explain why TTO is more beneficial to the end users than UV light and Ozone. The video gives all the brokers, traders, investment banker, fund managers, Pink Sheets, E-Media, Acorn Capital Group, a hard piece of information to rely on. Cecil is writing a new version, this is the final number 4 sent today about and ½ hour ago. I am sending it to you now.)

I read your blistering response to Cecil's e-mail chastising you for all the different issues. (Yea that letter cost me 3 hours last night until 10PM.) I am not sure he realizes all the stress you have been under. (He is stressed out too because his boss has not received a check in 60 days. I spoke with the boss, Mrs. Linda Felkner for 15 minutes because she was crying.) Cecil was in a bad way but understood the last 60-70 days of horror after speaking with him for an hour after I sent the letter. I told them both the truth that we almost lost the company. Cecil is telling me about how his last law suit cost him everything, been through that, etc. and wants to wait until we finalize the Mazziotti case. I told him that we WON the Mazziotti case. IT IS Settled. We can now turn the investment vehicles to CASH for the Company. It's a different story being the winner on the front page vs losing and being on

the last page. Trying to make him understand was tough but he is smart and I also said if we were in the locker room after the game I would just say to you "SHIT HAPPENS." We corrected the problem and we need this video this weekend, the production company promised to work on it today in order to receive funds that are all lined up for next week.)

I have told on numerous occasions not to worry about finances and concentrate on the bio aspect of the project. Anyway that was a good response.

I will put together a flow diagram for Mark to include in the video and send it to him today. (Mark is out of the loop now, send it directly to Victor Sieff via email below.)

VS Video Productions 303-671-7308 Office [REDACTED]

Email address: [REDACTED]

Do we need any photos of the system to send to him? (I sent over twenty original photos from the web-site for the studio to pick and choose including the New Hospital System, logo's, crypto, etc.)

I will be confined to the house today anyway; working on some reports for the office and will make myself available for what is needed for the video. (Do not worry we are o.k. so far). If you get a chance and want to talk, give me a call later today or sometime tomorrow. (Tomorrow I will call you from the road; I may leave late tonight or in the am. I am still at the computer. Would you believe the line of credit that was approved late last Thursday was transferred to the wrong account? Guess who caught it, Elena.... and I had 3 bankers in two branches on the line and one branch did not know what the left hand was doing. Elena wrote checks that could have bounced. Resolved, but had to be here for this. I think I can leave now... See you soon maybe Monday for a b-q? Joe)

----- Original Message -----

From: [REDACTED]
To: [REDACTED]
Sent: Saturday, October 11, 2008 3:27 AM
Subject: Re: Finances

We will be o.k. The meeting with the State official and the bankers went well. We had a one year loan at 8% on the building, back six months was changed to 7%. We were approved by UPS Capital in Texas for the permanent financing, upon completing our financial statements we had sent them along to UPS, then no banks, no mortgage companies were lending to anyone. Well I went to the State of Georgia and arranged them to put pressure on our local bank to give us the permanent financing. In order to qualify for State assistance, the State needed to see a permanent mortgage from the bank that was amortized for a minimum of 20 years. Long story short, the bank agreed to modify our one year loan in the amount of \$300K into a permanent 25 year amortization with a 3% interest rate on both the principal and interest. Also, I asked for a 80% loan to value (LTV) and the President of the bank gave us 85% LTV.

Our banker's son attends West Point and left this past Thursday to visit him and will return on Monday evening. He & I will meet again on Tuesday Oct 14, to close on the new financing. Once completed the gentleman that helped push the bank will get together with me for other financial assistance such as working capital, grants and other programs that will benefit us.

I met another gentleman with the State of Georgia Dept of Education. He agreed to send our new video, including the written video format and the Special Report T.V. Q & A's to the Superintendent Ms. Kathy Cox to have her distribute the above to all teachers and professors on the high school and university level.

The securities firm in New York that wrote the Research Report on MIT have been perusing our information, including the above and we are scheduled to continue our conversation on Monday. I asked them for \$400K bridge loan to be converted into share of common upon the successful completion of an audit and filing of a SB-1 registration. I asked if they were liquid at this time of crisis and they said yes. They just sold two companies. We spoke about a relationship or joint venture with MIT. I told them after we receive the \$400K, complete the audit, file the SB-1 that qualifies us to go to the next level AMEX, then we can start the discussion for a merger. MIT raised 34M and sold two systems to Japan.

The group in Lakeland, FL is ready to go regarding a capital raise of \$1m. I will be working on the documents this weekend to be forwarded to our legal counsel and final instructions to our transfer agent. We will receive a steady flow of cash from this effort.

Peter Keihner has been working with me regarding the input of the video, video script and the Q& A's on the web-site. I got up to see if it came up this morning. It takes 24-48 hours. The web-site hosting will be transferred over to Go-daddy on Monday. The group in Lakeland expects 500 visits per day. Our video will be on numerous web-site here in the U.S. and Germany, London, Brussels, Amsterdam. We have been working to clean up the company for this campaign and we should bear fruit this week. The ball is now in my court.

The "Mazziotti case" the papers on Lou Maz are completed but Kent Wicker has not sent them to our legal counsel, they are 10 days late over the 30 days the judge gave them. So on Monday the judge will put their hands to the fire. We have been waiting on the defendants to close on the settlement agreement and upon receiving the documents that the judge put together then it would be best to commence the Public Relations campaign. We will see what transpires next week.

----- Original ----- message -----
From: "Ira Felkner" [REDACTED]
Good Evening Joe,

I really need to know what I can expect to get this month because the company is now 4 months behind on my monthly checks and it is causing a financial crisis for us. I know we are not the only ones having problems meeting what we have to pay out, but if we had been receiving these payments, there would not have been such a problem. So, will we get the money as you had told me about a week ago or was this just wishful thinking? I like to be positive and I always produce what I promise, so I expect you to tell me what I can count on. We have been limping along up to now, but this is a different senario to deal with now.

Best regards, Cecil

No virus found in this incoming message.
Checked by AVG - <http://www.avg.com>
Version: 8.0.173 / Virus Database: 270.8.2/1735 - Release Date: 10/20/2008 2:52 PM

Main Identity

From: "Joseph P. Doxey" [REDACTED]
To: "Joseph P. Doxey" [REDACTED]
Sent: Wednesday, February 12, 2014 10:30 PM
Subject: Doxey Felkner Mark get out of Clancy May 5, 2008

----- Original Message -----

From: JDoxey
To: Mark1240@msn.com
Sent: Monday, May 05, 2008 12:12 PM
Subject: Cecil Status 050508

Mark,

Brenda Bladow : Convince Brenda that her monitoring system is only a ½ of a product. The union between monitoring and our disinfection technology makes it complete for 1 product. If you called the below numbers and ask for her or ask how to get in contact with her through e.mail, etc.

e.mail: info@micro-imaging.com Micro-Imaging Technology: www.micro-imaging.com

Stock Symbol: (MMTC) Michael Brennan CEO & President 949-485-6000 San Clemente, CA

Investors: Michael Frank [REDACTED] Michael Heilman of Global Transnet Corp. Telephone: [REDACTED]
 [REDACTED] Pukalani Salon & Day Spa- Del Mar

Status of the Company dated and sent today 050508

Good morning Cecil... We need to be out of Clancy as soon as possible..., its five months already. I spoke with Tom last week and sent him \$10,000 to complete the first round of testing totaled \$16,000. We sent the balance in the account in the amount of \$2,000.to start Phase II. Originally, we ear-marked \$18,000 for the total outlay for Clancy. We need to send Tom an additional \$4,000 this week as I stated to him last week and he acknowledges that we need time to raise the funds. **This additional \$15,000 was unexpected. The company has not raised equity capital since last September 2007 "the Big Apple fraud" a 4 page letter went out to the Securities Exchange Commission. We have one year to file a suit and no time right now to think about it.**

FYI all funds that have been deposited into the corporation's working capital account come from loans on real estate borrowed by Elena and I. If you would like to know the number it's around \$280,000. in one year loans and lines of credit. I have become a real estate baron in hard times. The facility in Blairsville, Georgia was purchased at low discount to market, and the steel building was also purchased at a discount. Dennis traveled twice and handled the builders and did the engineering designs. After the building was erected and the end walls closed in, it appraised at an unusual high number based on a final completion with accepted written estimates from builders. We have worked the financing backwards to get where we are today. We have been working with (3) separate banks and have been successful in leveraging the funds that we need to carry the corporation forward. But as you know the banks are not lending funds today because they are trying to figure out their own plan to correct their bad deeds from the past. Who suffers... small businesses and individuals with good credit. You asked me if I contacted Brenda 3-4 weeks ago. I did not because we needed to be in position of strength. We did not have the report from Hargy, could not speak about the Cryptosporidium kill. The corporation is now ready for an investor's due-diligence with everything back on tract with DTC, NASD and Florida Articles filed. In any event, we need to contact her, that will be worked on this week. Once I lay the ground work, I will hook you and I up together with her and you can speak about the successful bench test that we conducted at Clancy's regarding the Crypto and E.Coli, etc.

Now with NSF sending their contracts, we need to contact Van Buren and explain our delay regarding the Clancy do-overs. I want to send Ellen Van Buren the contracts so we can make an announcement. We need their o.k. in regard to the press release. Kentucky mediation is scheduled for August 1st (now changed to Indiana), a second mediation on June 17th in Florida on another matter, funds for patents coming up in August with. Please call Kain and tell him that

2/20/2014

the examiner is not on the same page. In order to do an equity raise or to make any type of private offering, we needed to clean up the corporation in regard to corporate filings (NASD), amending articles (Florida Sec. of State), (DTC) deposit trust company that has been on the line for 3 weeks now threaten to place a STOP on our trading because DTC has been requesting from Continental Stock Transfer for certain documents and have not received them. Our account executive retired from Continental 3 weeks ago and did not do a good job in delegating our account to another executive. We have been teaching her to make her job go smooth but we are doing her work, sending all files, etc., The last 2 Fridays at 4:30 PM they all have called me with a crisis. As of this morning their job has been completed and DTC is now satisfied because we had finalized the required compliance issues.

This week our legal counsel is working close with me to transfer funds into the escrow account from 2 of our sources. She received the Fed Ex package (subscription documents) this morning from the 1st investor. The earliest to close is this Thursday, so figure next Monday for the transaction to clear. We have other programs in the mix and we should be fine by end of this week.

-----Original Message-----

From: Joseph P. Doxey [REDACTED]

To: [REDACTED]

Sent: Mon, 5 May 2008 10:20 am

Subject: Fw: New Test

----- Original Message -----

From: Ira Felkner

To: Joe Doxey

Sent: Monday, May 05, 2008 8:37 AM

Subject: Fw: New Test

Good Morning Joe, This week starts the new round of testing, for which I have high hopes. Hopefully we will nail it with the modifications that I have suggested and those of Dennis for the Delivery system. The Cryptosporidium testing will start probably in a couple of weeks, but it depends upon getting fresh oocysts and tuning up the cell culture for infectivity. This is the most strenuous testing that can be done and hopefully meets NSF's requirements and I discuss it with them.

By the way, I know that the Georgia facility is somewhere in Georgia, but where exactly..Close to Atlanta, Augusta or what? Also, we need funding badly and this seems to be falling behind. We are doing a lot and there are still some serious obstacles to overcome, including patent protection, etc. I'm not being pushey, but these are the facts of life and the status of the Company. I know you are very stressed because of all of the fraud that occurred before and the need to move forward..We all are stressed at this time and I don't even "buy green bananas" (I'm 72, so need to become stable financially). Please give me an update as soon as you can.

Best Regards, Cecil

----- Original Message -----

From: Tom Hargy

To: Ira Felkner

Sent: Friday, May 02, 2008 3:35 PM

Subject: Re: New Test

I have the peroxide, so I can run the E coli next week, probably Wednesday. I'll make up the TTO suspension early Tuesday so it will have been stirred 24 hours at test time.

Tom

----- Original Message -----

From: "JDoxey" [REDACTED]

To: "Ira Felkner" [REDACTED]

Cc: [REDACTED]

Sent: Thursday, August 28, 2008 2:48 PM

Subject: Re: Video Elements]

Good morning Cecil just woke up from a 8 hour drive in the rain and fog at times 30mph through 4 states. It is now 2:00PM and I am tired but know you need assurance from me that all is o.k.. It is all o.k. and under control, finally.

The judge and I see eye to eye on everything and he is in our corner. We will be free from working with lawyers, judges and thugs by next week and funding is on its way.

I will call you tomorrow after I calm down. I will try to arrange something for you soon. The good news is that we settled with the thugs in Kentucky after 8 hard hours of mediation. This settlement agreement dated yesterday will be the vehicle to settle the noteholders mediation scheduled next Friday at 1:PM in Boca Raton and I intend to turn this agreement into cash in order to proceed with the financial responsibilities of the company. We will not have to worry about funding unless the Russians and Iran attack Isreal.

While I have been involved with the above nightmare and legal matters for the last month the following issues were in motion.

The new Video is the tool we need to satisfy all the parties that have agreed to work for us. Traders in Alpheratta, E-Media, Report TV, etc.

1. Video -We need this video completed asap. The new group in Alpheretta will raise the company capital needs and will start upon completion of this video.
2. I am calling today Victor Sief at VS Productions [REDACTED] to make payment arrangements via credit card. We all need to be in the loop to make this successful. We will only have one shot to refine and make additions to the video.
3. We have E-media (Alphatrade ranked in the top 10% of Public Relation firms good reputation.) on board out of Orlando who will maximize the video as a tool to bring in new investors with our new positive story.
4. Special Report TV will produce a followup with 2 press releases after the video is out there.
5. Tom Hargy: I called him last week to let him know that a monkey wrench was thrown into the mix. I explained the problem(s). He understands his payment is forthcoming.
6. Robert Kain, esq. sometime after September 6th finish patent work.

7. Before the end of September we should be in a position to ship the Hospital System to NSF and fly up to Michigan to meet with Ellen Van Buren. The above financial programs will start after the video is completed that will give us the funds to pay NSF.

----- Original Message -----

From: "Ira Felkner" [REDACTED]
To: [REDACTED]
Sent: Tuesday, August 26, 2008 12:28 PM
Subject: Re: Video Elements]

Mark and Joe, I will have a lot of things to include, but I am having a difficult time communicating with Joe. Don't know what is going on with the company and he is not responding! Regards, Cecil

----- Original Message -----

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Sent: Sunday, August 24, 2008 3:04 PM
Subject: [Fwd: Video Elements]

From: [REDACTED]
Date: 2008/08/22 Fri AM 07:46:40 CDT
To: "Joseph Doxey" [REDACTED]
Subject: Video Elements

Joe,

Video Elements

Per our discussion yesterday, the following video elements would be helpful:

1. Electronic image of Silver TTO drinking water disinfection system. Non-confidential general layout and water flow.
2. Working Title of the Silver TTO patent application.

VS Video Production estimates that they could do your 3-5 minute video for \$2,500 (w/o on screen actor) - \$3,000 (w/ on-screen actor).

Let me know if you want to do this in Florida and I will stop the quote process in Colorado.

Regards,
Mark

----- Original Message -----

From: Joseph P. Doxey
To: Dennis Boudreaux
Cc: [REDACTED]

Sent: Wednesday, July 20, 2011 10:11 AM
Subject: Felkner's statement back in July 31, 2008

Dennis found this letter between Felkner and I. See Felkner's ststement in RED Bold and underlined below. Red = Felkner Blue = Joe

----- Original Message -----

From: Ira Felkner
To: [REDACTED]
Sent: Thursday, July 31, 2008 3:56 PM
Subject: Re: Cecil Felkner reply 073108

FELKNER = Bold under
DOXEY = Generic

Hi Joe, I had a minor fender-bender about an hour ago backing out from a WalMart parking lot. Not much damage, but a nuisance to get things fixed. Not a good day, but I'll survive. Regards, Cecil

-----Original Message -----

From: [REDACTED]
To: [REDACTED]
Sent: Thursday, July 31, 2008 1:32 PM
Subject: Cecil Felkner reply 073108

----- Forwarded Message: -----

From: "Ira Felkner" [REDACTED]
To: "Joseph Doxey" [REDACTED]
Subject: Solvent?
Date: Wed, 30 Jul 2008 17:40:26 +0000

Good Afternoon Joe,

I see that the website is down (the web-site is hosted by us and was down because too many visits slowed it down, that is a good thing... The Geek squad has two separate visits with the help of Elena and Dennis. It was backed up and running last night at 7:30PM) **and that the stock also went down by about 40%.**(The stock bid price has been steady and today's price is \$.05 by \$.10 with the next bid at \$.65. You need a level II program to see what is really going on.) **All these delays, etc. are hurting the image of PureH2OBiotech.**(During the summer months of June, July and August the Wall Street brokers and traders take their vacations and relax. We have been taking advantage of this down time cleaning up the company including working everyday with the CPA's, trying to complete financial statements, tax returns, pink sheet disclosure statements that will enable us to perform audited statements to move us up to the next level of becoming a reporting company.) **You just have to come up with funding.** (Have you not read my emails regarding the funding programs that are in motion?) **I need to hear from you!** (Check if you have received my emails from me [REDACTED])

[REDACTED] If you are not receiving my emails regarding Crate Shipments/Kentucky/ Denise BrownESQ. New counsel, Cpa's, Tom Hargy Invoices, Patents/Kain/Diagram/Clancy Report information, Texas Permanent Financing, Alpharetta Equity Financing, New Hampshire Public Relations/EMediaDirect Proposal for PRHB, Securities Counsel N.J. filing new offering/waiting on Financials and tax returns from Cpa's, GA Banks lines of credit/appraisal, Mark Jones/New Video needed for public relations/Pink Sheets Disclosure documents/ I will resend them to you.) **not sporadically, either.** (How was your time spent with your son, hope he had a good visit this past month) **What about the status of the system?**

(Dennis is doing the best he can. "Joe, I am not ready to proceed with any testing on the system at this time. As I informed you before I plan to work on the system during the weekend. My regular work schedule has been very full and I have not had time to devote to the system. My schedule is starting to get lighter so I should be able to devote more time to the project in the near future. When I am about a week prior to testing I will notify you. You may want to turn your computer back on now. See subject above.)

I am not sure what Mark intends to do with the website, (Mark is not doing anything with the web-site, it has been corrected last night with the help of Karen & Dennis Boudreaux, Elena and the Geek Squad) (I asked Mark to put together an outline for a new video that was requested by EMedia /see proposal last email. Mark did a video in the past that I used in Saudi Arabia at the King Saud University, live T.V.) **but keep in mind that data intended to go into a patent application, if made public can be counteractive.** (I asked you to send Mark the Clancy Report because our computers were down when Mark had found the time to begin to prepare the outline that I copied to you. I asked you to oversee Mark's work (1st DRAFT). Mark is only going to make "Broad Statements" but as a professional, he needs the backup documents to enable him to make these broad statements.) **I am not a patent lawyer, but please remember how hard the patent reviewer tried to reject the application because of prior art/existing patents, etc.** (I am well aware what we went through with Kain, I wrote letters to Kain at that time) **I think that the old website works** (Yes, I agree) **if things like the news release I wrote about 2 months ago were to be made known.** (Timing is everything with Press releases, not during the summer months and not without a firm to buy our new offering, what good would it do us. The group in Alpharetta are our replacements to Big Apple who put us in this position. EMedia group were referred to us by the Alpharetta firm. We are now dealing with traders not brokers. EMedia is ready to execute the retainer agreement and will be paid by the 1st subscription from Alpharetta. EMedia requests a fresh video supporting documentation of our TTO technology to be placed and distributed. Mark is more than willing to put his face out there. The cost of the video is only \$2,000. It would be great if you and Mark were in the video together. We can splice and insert you at USBioSystems if you desire to. Special Report TV, Ft Lauderdale, FL, wanted to film us at Clancy, do you remember? I wanted to send Special Report TV but funds are tight again because of Big Apple.) **We can project that the system will meet the criteria for certification, based on recent results and that new patent applications will soon be submitted to the PTO.**(Yes, this is a good broad statement)

I want the project to succeed and I have been giving lots of effort to that cause, but investors won't buy too many delays or excuses.(We all want the same thing, we all have been working hard to achieve a successful completion of a certified product by NSF, doing whatever it takes to get there and I am taking all the financial risks by borrowing from banks not equity financing. We now have the equity financing lined up, public relations and with the video we have a home run. So in the meantime of doing all of the above please help Mark Jones with what he needs. Call him and support his sacrificial efforts [REDACTED] He would love to hear from you. Nothing will go out until you are satisfied and give the final o.k. Let him start the first draft. Mark is under and executed our confidentiality & non disclosure agreement and always asks for a letter from me authorizing to do certain tasks before he starts. Mark is a microbiologist plus a marketing guru just like Marsha Marsh is a chemist and market guru. It would also be creative to give Marsha a small segment in the video. What do think?

Being that I have not taken a brake this summer, and I am now in the closing mode with all of the scenarios that were put into motion starting with the 1st meeting with our new accountants on June 22, 2008, including the referral from our legal counsel who also represents the traders in Alpharetta GA. EMedia has now presented the new proposal received yesterday and copied the Alpharetta group as they will not participate without the contract in place with EMedia, Texas (permanent mortgage financing) Financials and Tax return should be in my hands tonight. The Cpa's worked late last night and we were on the phone with the finishing touches. The GA Bank

put in motion the appraisal and has been completed and a meeting is set for tomorrow Friday Aug 1, 2008 for the line of credit. Hargy's invoice will be paid shortly as I replied this morning along with your envelope and the donation to St. Mathews Church who has been praying 3x per day on our behalf. I intent to get back to Florida this weekend but all depend on what transpires this afternoon and tomorrow. I am confident and I am ready to take on more personal debt with the bank and with the hope that NSF will certify the hospital system.)

Best Regards, Cecil

EXHIBIT I₂ - 1

Joseph D. Doxey

From: "Ira Felkner" - [REDACTED]
To: [REDACTED]
Sent: Sunday, December 03, 2006 11:01 AM
Attach: Proposed PHBT Website - Product Page Draft (1).doc
Subject: Additional info.

Hi Joe,

I have added *Enterococcus faecalis* to this list because Clancy tested it as well for Iodine and it was effective. TTO also works against *Pseudomonas*, *E. coli* and *Enterococcus faecalis* (fecal streptococcus type, formerly called *Streptococcus faecalis*). Originally, Europe used *S. faecalis* because it doesn't stay around as long as *E. coli*, so indicated recent fecal contamination of water.

Regards, Cecil

12/4/2006

Pure H2O Bio-Technologies, Inc. Announces Confirmation of Outstanding Laboratory Test Data on Waterborne Microbes

BOCA RATON, FL (10/15/04) -- Pure H2O Bio-Technologies, Inc., (Other OTC:PHBT.PK) announced today it received final reports confirming laboratory test data performed for them by Clancy Environmental Consultants (CEC), a nationally recognized microbiological/water expert, located in St. Albans, Vermont, on the efficacy of iodine at low concentrations on three major waterborne bacterial contaminants. These included Escherichia coli, Enterococcus faecalis, and Pseudomonas aeruginosa. Treatment with low concentrations reduced the number of microbes by approximately 6 logs (99.9999% killed) within 5 minutes and 8 logs (99.999999% killed) within 10 minutes. This means that a concentration of more than 1 million bacteria were killed within these time periods by this disinfectant. The PHBT system is designed to kill microbes and remove iodine from the water, thereby yielding water free of both the disinfectant and microbes to the consumer. CEC has served the United States Environmental Protection Agency (EPA), American Waterworks Association (AWA) and private industry in an advisory and consultant capacity. Joseph P. Doxey, President of PHBT stated, "We are confident using Iodine as the preferred disinfectant because we have additional definitive raw data regarding iodine at low levels." Further evaluations, including quality assurance (disinfection and water purification) of PHBT's systems are to be managed by US Biosystems, another nationally recognized environmental laboratory located in Boca Raton, Florida, USA.

Consumer Knowledge and Awareness:

Log 10 = Log base 10 is the number raised to the power of 10. Example: $10(1) = 10$; $10(2) = 100$; etc. and log reduction of 1 = 90% reduction in the number, log of 2 = 99% reduction, and of log 3 = 99.9% reduction, etc.

6 log reduction means 1,000,000 killed

8 log reduction means 100,000,000 killed

The Company: PHBT is a publicly-held company specializing in the manufacture, design and sale of its unique residential, commercial and hospital water disinfection systems that combat waterborne disease.

The foregoing press release contains forward-looking statements that can be identified by such terminology as "expects," "potential," "suggests," "may," "will," "intends," or similar expressions. Such forward-looking statements involve known and unknown risks, uncertainties, and other factors that may cause the actual results to be materially different from any future results, performance or achievements expressed or implied by such statements. IN particular, management's expectations regarding future research, development, and or commercial results could be affected by, among other things, uncertainties relating to the availability of future financing; unexpected regulatory delays or government regulation generally; the company's ability to obtain or maintain patent and other proprietary intellectual property protection; and competition in general. Forward-looking statements speak only as to the date they are made. The Company does not undertake to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements are made.

Contact:

Pure H2O Bio-Technologies, Inc.

Media and Investor Contact:

Elena Canadeo

www.pureh2obiotech.com

EXHIBIT I-3

Main Identity

From: "Joseph P. Doxey" [REDACTED]
To: "Joseph P. Doxey" [REDACTED]
Sent: Friday, February 21, 2014 12:14 PM
Subject: Press Release CEC Test with Iodine 101504 Felkner
 Pure H2O Bio-Technologies, Inc. Announces Confirmation of Outstanding Laboratory Test Data on Waterborne Microbes

BOCA RATON, FL (10/15/04) -- Pure H2O Bio-Technologies, Inc., (Other OTC:PHBT.PK) announced today it received final reports confirming laboratory test data performed for them by Clancy Environmental Consultants (CEC), a nationally recognized microbiological/water expert, located in St. Albans, Vermont, on the efficacy of iodine at low concentrations on three major waterborne bacterial contaminants. These included Escherichia coli, Enterococcus faecalis, and Pseudomonas aeruginosa. Treatment with low concentrations reduced the number of microbes by approximately 6 logs (99.9999% killed) within 5 minutes and 8 logs (99.999999% killed) within 10 minutes. This means that a concentration of more than 1 million bacteria were killed within these time periods by this disinfectant. The PHBT system is designed to kill microbes and remove iodine from the water, thereby yielding water free of both the disinfectant and microbes to the consumer. CEC has served the United States Environmental Protection Agency (EPA), American Waterworks Association (AWA) and private industry in an advisory and consultant capacity. Joseph P. Doxey, President of PHBT stated, "We are confident using Iodine as the preferred disinfectant because we have additional definitive raw data regarding iodine at low levels." Further evaluations, including quality assurance (disinfection and water purification) of PHBT's systems are to be managed by US Biosystems, another nationally recognized environmental laboratory located in Boca Raton, Florida, USA.

Consumer Knowledge and Awareness:

Log 10 = Log base 10 is the number raised to the power of 10. Example: 10(1) = 10; 10(2) = 100; etc. and log reduction of 1= 90% reduction in the number, log of 2 = 99% reduction, and of log 3 = 99.9% reduction, etc.

6 log reduction means 1,000,000 killed

8 log reduction means 100,000,000 killed

The Company: PHBT is a publicly-held company specializing in the manufacture, design and sale of its unique residential, commercial and hospital water disinfection systems that combat waterborne disease. The foregoing press release contains forward- looking statements that can be identified by such terminology as "expects," potential, "suggests," "may," will," "intends," or similar expressions. Such forward-looking statements involve known and unknown risks, uncertainties, and other factors that may cause the actual results to be materially different from any future results, performance or achievements expressed or implied by such statements. IN particular, management's expectations regarding future research, development, and or commercial results could be affected by, among other things, uncertainties relating to the availability of future financing; unexpected regulatory delays or government regulation generally; the company's ability to obtain or maintain patent and other proprietary intellectual property protection; and competition in general. Forward-looking statements speak only as to the date they are made. The Company does not undertake to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements are made.

Contact:
 Pure H2O Bio-Technologies, Inc.
 Media and Investor Contact:
 Elena Canadeo
 [REDACTED]
www.pureh2obiotech.com
 [REDACTED]

Problems with Ozone 5%

Please make your corrections to Marks write -up and send to me at [REDACTED] I have the actor and the production studio working on this project over the weekend.

----- Original Message -----

From: Ira Felkner

To: [REDACTED]

Sent: Thursday, August 28, 2008 4:11 PM

Subject: Re: VS Video Corporate Quote Request

Joe,

The whole idea of having iodine anywhere in the video is bad and had consequences that you don't want to bear...I will tell you why. Also, there needs to be something in it about ozone and UV because they are certified and approved by EPA, but Mark's writeup, especially on ozone was based on an article that says it will not kill Crypto. oocysts (it's B.S.) and it flies in the face of a major industry based on solid science...What's more the 100+ page study for which I was co-director along with the Southern California Water District was funded by the American Water Works Research Foundation. We constantly tested ozone against Crypto. oocysts along with our monitoring system at Point Source ..LA uses ozone because it kills Crypto. oocysts efficiently..just is expensive due to energy requirements and has other drawbacks that I can address.

UV also has problems that I can address, but Mark's writeup was deficient. As you may know, I am a 'world class' expert on ozone and UV and Mark's knowledge comes from a minimal amount of reading published articles. Also, Hargy and Clancy would take his writeup to task and they also have experience with these systems.

I have had discussions with Dennis on these subjects and he has no disagreements with me as far as I know.

I have sent you some e-mails that I hope you will read now that you have settled the lawsuit (I hope)!

Regards, Cecil

----- Original Message -----

From: [REDACTED]

To: Ira Felkner

Cc: [REDACTED]

Sent: Thursday, August 28, 2008 3:19 PM

Subject: Fw: VS Video Corporate Quote Request

----- Original Message -----

From: [REDACTED]

To: [REDACTED]

Cc: [REDACTED]

Sent: Thursday, August 28, 2008 3:18 PM

Subject: Re: VS Video Corporate Quote Request

Victor sorry about not getting back to sooner. Mark Jones has elected your studio to shoot our new video. Please peruse our web-site at www.pureh20biotech.com

We will forward the following:

1. Non-Disclosure Agreement dated August 28, 2008 please execute and send via fax transmission to my attention at [REDACTED]
2. Photos on separate e-mails for your file in the event you wish to include them in their appropriate venue.
3. Upon completion of initial shoot please send to the following e-mail addresses for our review and comments.

Elena Doxey
Mark Jones
Joseph Doxey
Dr. Cecil Felkner
Dennis Boudreaux



Victor we all have great ideas for input but we will leave it to one point-man to relay the information... that will be Mark Jones for he is familiar with your field of work. The above parties will send Mark their ideas, corrections or additions via email so you only need to speak to Mark.

----- Original Message -----

From: [REDACTED]
To: VSVP
Cc: [REDACTED]
Sent: Wednesday, August 27, 2008 9:30 AM
Subject: Re: VS Video Corporate Quote Request

Greetings Victor,

PRHB Silver TTO Video

Thank you for your patience. I have recommend to Joe Doxey, CEO of Pure H2O Bio-Technologies, Inc. (Boca Raton, FL), that he consider using your company, VS Video Productions for the proposed "Silver TTO" corporate video. Joe has indicated verbally that he would like to use an actor to open and close the video, i.e., the \$3,000 budget.

Joe is on the road right now, but he can be reached by cell at [REDACTED] or via email to discuss the terms of payment and other specifics for the project (format DVD, website etc.). He would like to have the video completed this week. However, I would imagine that Joe would like to have a confidentiality non-disclosure agreement (CNDA) in place before the draft script is transmitted to you. I am working on a final draft (v3) and hope to have it to Joe in the next 24-48 hours. He has an earlier draft (v2). Moreover, Joe would like to see a draft of the video with at least one round of editing prior to completion. Can he view it through a secure link to your website? Please advise soonest.

Again, thank you for your help with this project on such short notice.

Best regards,
Mark Jones



----- Original Message -----

From: VSVP
To: [REDACTED]

Sent: Monday, August 25, 2008 2:16 PM
Subject: Re: VS Video Corporate Quote Request

Hi Mark, just following up with you on the upcoming project. Did you get approval for this.
Thanks'

Victor Sieff
VS Video Productions
303 671-7308 Office
[REDACTED]
<http://www.vsvideoproductions.com>

----- Original Message -----

From: [REDACTED]
To: [REDACTED]
Sent: Thursday, August 21, 2008 6:05 AM
Subject: Re: VS Video Corporate Quote Request

Victor,

Thank you kindly for your reply. Yes, I have viewed your company's medical commercial online. On Thursday, I have lab work in the morning and an afternoon project meeting. Perhaps, we can talk briefly over the lunch hour or after 3:00 PM MDT. I will try to call you when possible.

Regards,
Mark

----- Original Message -----

From: VSP
To: Mark Jones
Sent: Wednesday, August 20, 2008 10:21 PM
Subject: Re: VS Video Corporate Quote Request

Hi Mark thanks for contacting us. Before I give you a firm quote I would like to talk to you for a few minutes about some technical aspects such as video format, and some of the creative objectives you would like to see in the video. I have some ideas but need to convey this to you in a conversation. We have a production tomorrow morning, so I will call you in the afternoon to discuss this. I am not sure if you saw the samples on our site but the medical samples is what I am thinking will fit the best, but we can discuss this and I will be able to give a quote. Thanks

Victor Sieff
VS Video Productions
303 671-7308 Office
[REDACTED]
<http://www.vsvideoproductions.com>

----- Original Message -----

From: "Mark Jones"
To: [REDACTED]
Sent: Wednesday, August 20, 2008 7:51 PM
Subject: VS Video Corporate Quote Request

The following information was submitted on August 20, 2008 @ 8:51 pm:

Name: Mark Jones

Title: Consulting Microbiologist - Littleton, CO

Phone: [REDACTED]

E-mail: [REDACTED]

Company: Pure H2O Bio-Technologies, Inc.

Budget: < \$5000

Video Length: 3-5 minutes

General Business: checked

Production Other: Introduction of new water purification technology to the investment community. Draft script completed.

Narration: checked

2 D Graphics: checked

Production Features: Use Format: CD and Web

Output Media: Other

Boudreaux, Dennis

From: JDoxey [REDACTED]
Sent: Tuesday, March 10, 2009 1:13 PM
To: [REDACTED]
Subject: Felkner Resume2008

I. Cecil Felkner, Ph.D.

Dr. Felkner is a microbiologist, biochemist, and toxicologist with 47 years of research, teaching, and consulting experience in the fields of genetics, microbiology, toxicology, and oncology. His principal research activities have related to rapid screening of environmental mutagens, genetic toxicology, microbial genetics, and carcinogenesis, and his research programs have contributed significant data and concepts that help explain molecular interactions between several classes of carcinogenic/mutagenic chemicals and DNA. He serves as Advisor and consultant to The LXT Group (Escondido, CA) and JMAR Technologies, Inc. (Carlsbad, CA) on waterborne pathogens/pollutants and monitoring procedures. He also directs R&D and serves as Advisor and Consultant to Pure H2O Biotechnologies on waterborne pathogens and pollutants and disinfectant treatment technologies. He was Vice President and Scientific Director of ICF Technologies, Inc. where emphasis is placed on development of monitoring, disinfecting and sterilizing water and materials that have potentially become contaminated with pathogenic microorganisms. He also works as an independent consulting toxicologist/microbiologist (Ira Cecil Felkner, Consultant) and was Chairman of the Scientific Advisory Board of PointSource, a California company involved in development of water monitoring technologies, where he was also co-principal investigator on a project sponsored by the American Waterworks Association (AWWA). In addition to these duties at PointSource, he served as Principal Scientist, involved in directing microbiological research and development and a rapid assay for genetic toxicology to detect toxicants present in water. Dr. Felkner has broad Federal government experience in the areas of health effects, toxicology, and risk assessment, and private industry experience conducting laboratory studies required for product registration, evaluating data in toxicology and biotechnology for regulatory compliance, and representing clients on issues involving product registration. He has evaluated the efficacy of disinfectants and sterilization devices in meeting the requirements of the Environmental Protection Agency, state, and local jurisdiction requirements, and in addition, those requirements of the Food and Drug Administration. He currently is conducting efficacy studies involving the development of advanced biological indicator systems for monitoring disinfectants, steam sterilizers, and cold sterilization devices. These procedures/devices are designed to shorten the time needed to determine disinfection or sterility and to improve the accuracy of the assay procedures. In addition, he has developed environmental impact statements (EIS) for compliance with the National Environmental Policy Act (NEPA), compliance with toxicology testing requirements of state and Federal regulatory agencies, and communication of technical and scientific issues at public meetings.

Dr. Felkner is an experienced risk assessor/analyzer and has analyzed the potential for adverse health effects due to both chemical and biological materials. He has held security clearances for DOE (Q-clearance), DOD (Secret and Top Secret), and for the Environmental Protection Agency (Covering Confidential/Proprietary Information). For the Department of Defense (DOD), U.S. Army Dugway, he served as Program and Technical Director on an EIS for the Life Sciences Test Facility, where potential adverse health effects from biological and chemical exposures were major issues. For the Department of Energy (DOE), he was the lead chemical risk assessor on three programmatic and two subject specific EISs for which more than 100 toxic chemicals were analyzed for their potential acute and chronic health effects and the risk from exposure. For the EPA's Office of Water, he served as Technical Director and Principal Scientist on the "Report to Congress: Comparative Health Effects Assessment of Drinking Water Treatment Technologies", a document that includes comparative risks due to toxic chemicals and their by-products and the risk of infection due to pathogenic biological species. He was the lead toxicologist for the DOD involving the Gulf War potential exposures to various nerve agents.

Main Identity

From: "Joseph P. Doxey" [REDACTED]
To: "Joseph P. Doxey" [REDACTED]
Sent: Tuesday, June 05, 2012 5:40 PM
Subject: Dennis and Mark letter NSF 121010
Hello Mark Dennis

I came across this document received from Felkner after my question to him about what we needed to do...with Clancy regarding the cost to conduct toxicology tests for our Silver TTO Hospital System. I remember Felkner telling me that Pure H2O can use the toxicity tests already completed for TTO when he did them for Jonas via swimming pools that was approved, see attached.

I now believe that Felkner forgot this statement to me. I also pulled up emails between Felkner, Mark, Dennis and I dated February 5th, 9th and 11th 2009, July 9th, 2009, August 11, 12, 31, 2008. The email from Felkner replying to Dennis dated February 9th 2009 states that we do not have the funds to do the toxicology tests. This is after Felkner told me to ship the unit down from Clancy to Florida (that cost the company thousands of dollars between making two custom crates, UPS shipping, etc. plus aggravation) and that we are ready to go to NSF. I am trying to make this issue clear among us... why did Felkner tell me we were ready for NSF... told me to ship the system back to Florida if more testing was required before we sent it to NSF? We had the funds to pay Clancy at that time, both companies executed the signed NDA agreements and applications. I also noticed that Felkner stated in his reply email dated February 6, 2009 to Dennis that "Ozone only dropped oocysts by 2 logs and was accepted by EPA." We received 1.7 log on Silver TTO although NSF P231 stated that we need 3 log reduction. I believe that when I asked Felkner to start putting a formal package together including all the tests from Clancy and US Bio-Systems together to send to NSF as they requested, Felkner did not read P231 or realize that we were not at 3 log. I do remember that I discussed this with Mark and he said just increase the contact time. O.K. I was again comfortable. It does not matter if we need 3 hours of contact time, as long as we meet the 3 log required by P231. Also, I remember calling Tom Hargy to send all the tests in one pdf format to save Felkner time collecting all the tests we did over 1.5 years with Clancy. Hargy did do that for us. I had kept a file on documents from US Bio-Systems. In any event I think we are close to receiving funds. I am planning to get enough funds so we can send the system back to Clancy for another run (meaning we increase the contact time to reach 3 log) then drive it to Michigan. I think we can get the 60K we need to complete this action and get the final certification. As soon as we receive these funds, we need to make a trip to Jonas to execute a supply agreement and their toxicology tests on SilverTTO. Keep your fingers crossed. JDoxey

----- Original Message -----

From: [Joseph P. Doxey](#)

Cecil we were working 16 hours a day, traveling all through December through Christmas and I was not home for the New Years Eve... You were out of touch from the 17th of December, as per your email. so do not throw any stones at me, "its been 30 days and I don't know what is going on can't reach you by phone. I sent you numerous emails. I was attacked and strangled on Sunday. Yes took me by the throat. I can not talk. I am on the street in less than 10 days unless a miracle comes through the door! Did you at least call Salah as I asked. The attached letter is what has been going on trying to find the angel investor to pay for the NSF certification. Mark Jones is seeking potential avenues with Universities. Do you know of any universities, doctors, that would entertain our project in crucial financial times.. If we do not find someone soon my finger is on the BANKRUPTCY RED Line. That is what is going on. The banks said no to me 3x in the last 6 months and finally I got the State of Georgia Economic Development Board to put pressure on the bank to give me what we need to go forward. They agreed on January 7, 2009 and sent the papers for execution. But I am not signing another documents unless I know we have an investor. It makes me sick to come this far and be short the funds necessary to pay for NSF. I worked the AMGEN stock is \$52.00 Fifty Two Dollars. They took me through the works and jumped through hoops to saisyfy their requests. I worked with the MacGarther Foundation in NY, who have programs for grants for new sciences. They siad no. The accountants that you met want to sue after they lost 150k because of Big Apple. I was deceived a third time from a guy who has been calling here for five years and never did business with him. He begged for an opportunity to help and I gave in to him and gave him a chance. He crashed the stock from \$.12 x.16 down to .004. Took the company from 2.5million down to 250k. Just so you know time is money and were out of timew and there is no money out there.

Solution: We call NSF to certify only the Cryptosporidium/E.Coli tests conducted by you and Clancy.

Reason: NSF could not put a price in the agreement that we executed because they do not know how to treat the cost and secondly, you convienced them that Clancy's Environmental Consultants is the only labortory certified to test on pathogens and they are not set up to conduct these tests and can only rely on Clancy.. We send everything collected by us over the last 4 years to NSF along with your new protocall, and a letter from you to EPA stating that our accomplishments including patent work, testing,designing be part of their file for the new administration to see and must be utilized in the future. (Isreal is ready to hit Iran and I said that this event will happen before the 20 of January.) In the event that it does happen this technology is a MUST. The letter should be directed and sent to your friend Steven Johnson before the 20th of January. Mention that your protocall was written by yourself, with the help of Tom Hargy and Al Pastore. You can say that you are reccomending EPA to review all tests conducted by us and we have worked hard over the last 4 years with little funds and this technology will have to be the new platform for EPA and NSF to follow. You can say that you feel a sence of responsibility to advise EPA of this new protocall.

NSF wrote and stated that they are ready to test. You wrote back and said we will be there as soon as Doxey gets the funds. I do not have the funds and I may never get the funds so, lets call NSF and ask if they can accept a confidential package of the raw data, kinetic, bench and pre-certification tests regarding the pathogen kills of Cryptosporidium and E.Cili. THEY CAN ONLY SAY NO..

That announcement will bring in the new blood that is needed. We can do their tests when and if we get the funds. I wanted to persue this idea with NSF, had discussed it with Dennis but never got to calling you because you were out of pocket until New Year.

use this product for drinking water disinfection within a contained system developed by Pure H2O Bio-technologies, Inc.

The claims, which PHBT accomplished by extensive research and testing included in the patent application, bring the company near to the status, which will give the disinfection system NSF certification. It should be noted that very few laboratories in the world have the capability to test for efficacy against *Cryptosporidium* oocysts. For this reason, PHBT chose Clancy Environmental Consultants, Inc. who are nationally/internationally recognized for their expertise in performing these tests and advising commercial and federal clients. PHBT is confident that claims described in its patents for both microbiology and engineering fields will be verified, thereby placing it in an optimum position to claim a significant market share.

Pure H2O Bio-Technologies, Inc. Announces Pre-Certification Testing Results for Integrated Hospital Potable Water Disinfection System

BOCA RATON, Fla., Oct 22, 2008 (BUSINESS WIRE) -- Pure H2O Bio-Technologies, Inc. (Pink Sheets:PRHB) announced today it **successfully completed Pre-Certification Testing Results for Integrated Hospital Potable Water Disinfection System.**

Pure H2O Bio-Technologies, Inc. is proud to announce the successful completion of pre-certification testing of an innovative drinking water treatment system. For several months, Clancy Environmental Consultants, Inc. has been testing the efficacy of a water purification system, using tetrasilvertetraoxide (TTO) for killing pathogenic organisms not killed by the traditional water treatment by halogenated compounds such as chlorine, bromine, and fluorine. The primary goal was to achieve disinfection of *Cryptosporidium parvum*, a protozoan that has caused worldwide concern, including severe diarrhea in most individuals and even deaths for immunocompromised individuals, and which is especially difficult to eradicate. In addition, tests included disinfection of *Escherichia coli*, an important enteric pathogenic organism. Both of these pathogens enter the water distribution system due to contamination from animal and human feces.

The testing was to ensure that a complete integration of disinfectant (i.e., TTO) and the delivery system could achieve the same level of disinfection previously achieved in basic research studies performed in a batch reaction system. Briefly, successful disinfection to exceeding the level of detection of live pathogens was achieved. Chemical analyses performed in parallel with these studies assured us that the appropriate concentrations of TTO were being delivered to the holding tank, where contact with the pathogens was achieved. **These results are now sufficient to allow Pure H2O Bio-Technologies, Inc., to take the system through certification, the next step before marketing, manufacturing, and sales.**

These organisms are not resistant to treatment with the silverTTO which has been tested by Pure H2O Bio-Technologies, Inc. (PRHB) in laboratory level studies and is now being verified with the state-of-the-art patent-pending treatment/delivery system that is underway. The system is also designed to remove chemical contaminants and metals that are present in source water. **Certification of this system through EPA's contractor, National Sanitation Foundation (NSF) is expected to be completed within a few short months and has a high likelihood for success.** This system will be available to individuals and hospitals as a system delivering "pathogen-free and chemical-free" water.

Pure H2O Bio-Technologies, Inc., www.pureh2obiotech.com, has been developing a water treatment system designed to kill the pathogenic microbes such as those cited above and to deliver highly purified water at the point-of-entry (POE) and point-of-use (POU), namely for residential, commercial, hospital and medical facilities. "Our potable water disinfection systems, in the near-final and certification testing stages, can provide both disinfection and purification of the contaminated water. On July 31, 2007, the Company was awarded patent #7250111, and has two

additional patents pending at this time that are under review with the U.S. Patent and Trademark Office, Washington, D.C.," stated Joseph P. Doxey, President of Pure H2O Bio-Technologies, Inc.

About Pure H2O Bio-Technologies, Inc.: Pure H2O Bio-Technologies, Inc.(PRHB) is a publicly held company specializing in the manufacturing, design, and sale of its unique residential, commercial and hospital point-of-use potable water disinfection systems. These systems are specifically designed to work effectively against water-borne pathogens and remove heavy metals and objectionable biomasses.

For further technical information, please visit our website at www.pureh2obiotech.com.

The foregoing press release contains forward-looking statements that can be identified by such terminology as "expects," "potential," "suggests," "may," "intends," or similar expressions. Such forward-looking statements involve known and unknown risks, uncertainties, and other factors that may cause the actual results to be materially different from any future results, performance or achievements expressed or implied by such statements. In particular, management's expectations regarding future research, development, and/or commercial results could be affected by, among other things, uncertainties relating to the availability of future financing; unexpected regulatory delays or government regulation generally; the Company's ability to obtain or maintain patent and other proprietary intellectual property protection; and completion in general. Forward-looking statements speak only as to the date they were made. The Company does not undertake to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements are made.

SOURCE: Pure H2O Bio-Technologies, Inc.

CONTACT: For Pure H2O Bio-Technologies, Inc., Boca Raton Elena Canadeo, [REDACTED]
www.pureh2obiotech.com

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KEYWORD: United States North America Florida

INDUSTRY KEYWORD: Health Biotechnology Hospitals
Infectious Diseases Other Health Manufacturing
Chemicals/Plastics Environment Medical Supplies

SUBJECT CODE: Product/Service

patent and other proprietary intellectual property protection; and completion in general. Forward-looking statements speak only as to the date they were made. The company does not undertake to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements are made.

Contacts

Pure H2O Bio-Technologies, Inc.

Elena Canadeo, [REDACTED]

www.pureh2obiotech.com

Source: Pure H2O Bio-Technologies, Inc. View this news release online at:
<http://www.businesswire.com/news/home/20081209005270/en>

----- Original Message -----

From: [REDACTED]
To: [REDACTED]
Sent: Tuesday, December 09, 2008 8:21 AM
Subject: Pure H₂O Bio-Technologies, Inc. Announces Live Radio Broadcast on THE WALL STREET NEWS HOUR December 10th, 2008 at 1:00PM EST / 10:00AM PST

Dec. 9, 2008 13:21 UTC

Pure H₂O Bio-Technologies, Inc. Announces Live Radio Broadcast on THE WALL STREET NEWS HOUR December 10th, 2008 at 1:00PM EST / 10:00AM PST

BOCA RATON, Fla.--(BUSINESS WIRE)-- Pure H₂O Bio-Technologies, Inc. (Pink Sheets:PRHB) announces the broadcast of a live radio show on The Wall Street News Hour hosted by Michael N. Brette, J.D. Wednesday, December 10, at 1:00 EST / 10:00 PST on www.blogtalkradio.com/wallstreetnewshour.

Brette will interview Pure H₂O's lead microbiologist, biochemist and toxicologist Dr. I. Cecil Felkner. He served as a principal writer, editor and project manager for the U.S. Environmental Protection Agency (EPA) and brings extensive consulting and teaching experience in the fields of microbiology, toxicology, molecular and biology/genetics. Felkner will discuss the Company's patent-pending Silver TTO (tetrasilver tetraoxide) as the disinfectant solution to risks attributed to deadly waterborne pathogens such as Cryptosporidium and E.coli, and the urgency and necessity of its uses today.

"We are honored to be invited as a guest on the Wall Street News Hour with Mr. Michael N. Brette, J.D. and appreciate the opportunity to gain national exposure of our Silver TTO technology. We urge every listener to realize the necessity for clean potable drinking water which affects everyone in every part of the world. Our products will be ready for distribution upon completion of the certification process," said Joseph P. Doxey, President and CEO.

Additionally, Pure H₂O's informational video **Silver-TTO™ Water Disinfection of Resistant *Cryptosporidium*** can be viewed on the Company's website, www.pureh2Obiotech.com. E-mail us with your comments at [REDACTED]. The Wall Street News Hour broadcast interview with Dr. Felkner will be posted on the Company's website soon.

About Pure H₂O Bio-Technologies, Inc.:

Pure H₂O Bio-Technologies, Inc. (PRHB) is a publicly held company specializing in the manufacturing, design and sale of its unique residential, commercial and hospital point-of-use potable water disinfection systems. These systems are specifically designed to work effectively against water-borne pathogens and remove heavy metals and objectionable biomasses. **The proprietary Silver TTO™ technology has the potential to disrupt the existing water treatment market in commercial, institutional as well as residential market sectors.**

The foregoing press release contains forward-looking statements that can be identified by such terminology as "expects," "potential," "suggests," "may," "intends," or similar expressions. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual results to be materially different from any future results, performance or achievements expressed or implied by such statements. In particular, management's expectations regarding future research, development and/or commercial results could be affected by, among other things, uncertainties relating to the availability of future financing; unexpected regulatory delays or government regulation generally; the company's ability to obtain or maintain

Pure H₂O Bio-Technologies, Inc. Announces Revenue Sharing Pilot Program

April 07, 2009 08:31 AM Eastern Daylight Time

BOCA RATON, Fla.--(BUSINESS WIRE)--Pure H₂O Bio-Technologies, Inc. (Pink Sheets: PRHB) announced today that it has launched its first Pilot Program under a Participant Revenue Sharing Agreement ("PRSA") of its Integrated Hospital Potable Water Disinfection System Model 7000 (the "Unit"). The Company intends to offer qualified individuals or entities ("Participants") the opportunity to share in revenues generated in its first 100 Hospital Systems for use in related medical facilities.

Under the terms of the Pilot Program, the Company will initially sell up to a total of 100 PRSA's to qualified Participants. The Participant will pay for the inventory, assembly, related laboratory and microbiologist fees associated with the final certification for the System. Upon the completion of the manufactured Units and its certification with the National Sanitation Foundation (NSF), the Units will be placed in hospitals and other related medical facilities.

Upon the placement of the Units, the Company will pay each Participant an amount equal to 50% from the net proceeds received by the Company from (i) direct purchase agreement(s), (ii) lease agreement(s) or (iii) rental agreement(s). The Company and Participant will share equally from revenues for the full term of one of the above described executed contracts including renewals, but not to exceed the anticipated 10 year life of the Unit.

Mr. Joseph Doxey, President of Pure H₂O, stated, "The launch of this program is a major milestone in our Company's history. With the successful implementation of this Pilot Program, we will have made the transition from a development stage company to a revenue-generating company. Additionally, we will have put the Company in the position of being able to internally fund the manufacture and distribution of our hospital system without the need for outside financing."

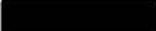
Pure H₂O recently completed all pre-certification testing of its innovative drinking water treatment system with outstanding results. Pure H₂O is ready to complete final certification through the EPA's contractor, National Sanitation Foundation (NSF). Upon completion, the Company will begin additional marketing and sales campaigns. The Company intends to target hospitals, nursing homes and medical facilities in need of pathogen-free and chemical-free water.

The Company will be announcing its progress on a regular basis and will continue to keep its shareholders apprised through these final stages. Visit our web site for updates and to view our production Video at www.pureh20biotech.com.

The foregoing press release contains forward-looking statements that can be identified by such terminology as "expects," "potential," "suggests," "may," "intends," or similar expressions. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual results to be materially different from any future results, performance or achievements expressed or implied by such statements. In particular, management's expectations regarding future research, development and/or commercial results could be affected by, among other things, uncertainties relating to the availability of future financing; unexpected regulatory delays or government regulation generally; the company's ability to obtain or maintain patent and other proprietary intellectual property protection; and completion in general. Forward-looking statements speak only as to the date they were made. The company does not undertake to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements are made.

Contacts

Pure H₂O Bio-Technologies, Inc., Boca Raton

Elena Canadeo, 

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Company Information

PURE H₂O BIO-TECHNOLOGIES, INC.

[NQB:PRHE](#) 

Site Navigation



Pure H2O Bio-Technologies, Inc. Announces Engagement of WesCom Capital, Inc. to Manage Revenue Sharing Pilot Program

BOCA RATON, Fla.--(BUSINESS WIRE) April 22, 2009 -- Pure H2O Bio-Technologies, Inc. (Pink Sheets: PRHB) is proud to announce it has engaged Wescom Capital, Inc., to assist in the management, marketing and administration of Pure H2O's "Pilot Program". The Company successfully completed its self underwritten financial program that can now be viewed in it's entirety on the Company's web-site: www.pureh2obiotech.com. The Company intends to file with the Securities and Exchange Commission Form D and related documents with the Division of Securities as deemed necessary under "Participant Revenue Sharing Agreement" ("PRSA") for its first 100 manufactured Integrated Hospital Potable Water Disinfections System known as Model 7000.

Mr. Gary Schmidt, of WesCom Capital, stated, "We are very excited about the financial opportunity regarding the "Pilot Program" offered by PRHB. We look forward to assisting them in managing and marketing the program, as well as in bringing their product to the marketplace. With pharmaceutical waste spilling into our water supply, it is obvious that there is a growing demand for absolute clean water for hospital patients, including people with weakened immune systems. It is our opinion that the company's product addresses that need and demand".

The Pilot Program is designed to offer an opportunity that benefits all parties involved. It allows the Company to seek additional capital through government assistance financial programs. It allows the commencement of manufacturing the first 100 Hospital Systems, allows an opportunity for investors to share in revenues generated from the intended lease arrangements for a ten year period, allows expediency in regard to our micro-team, engineering team, laboratories, government agencies and officials.

The commencement of manufacturing the first 100 Units, the opportunity for investors to receive conservative returns and allow the Company to absorb expenses associated with NSF Certification without further dilution to shareholders.

Pure H2O recently completed all pre-certification testing of its innovative drinking water treatment system with outstanding results. Pure H2O is ready to complete final certification through the EPA's contractor, National Sanitation Foundation (NSF). The certification process includes completion of its manufacturing facility, located in Blairsville, GA, as well as the final certification process of its products. Upon certification, will place the Company in a position to employ skilled workers in all areas of expertise. The Company will now begin its marketing and sales campaign, targeting hospitals, nursing homes and medical facilities in need of pathogen-free and chemical-free water.

Mr. Joseph Doxey, President of Pure H2O, stated, "The engagement of Wescom Capital is a major step in the Company's move to manufacturing and marketing its hospital unit and generating revenues. Upon the completion of the Pilot Program, we will now be able

to complete our certification, manufacturing facility and bring our potable disinfections product to market”.

Wescom Capital has assisted companies accelerate growth, streamline operations, and create new levels of customer and equity value in the following industries:

- Wireline, Wireless and VOiP Telecommunications
- Technology
- Software
- Electronic Funds Transfer
- Publications
- Fisheries
- Environmental Cleanup and Compliance
- Oil and Gas
- International Trade

The “Participant Revenue Sharing Agreement” (“PRSA”) Opportunity can be viewed on the Company’s web-site under title “Pilot Program”. Technical Video, Written Video Script, Question & Answers produced by Special Report T.V. and the Description of the Model 7000.

To learn more or for additional questions call Mr. Gary Schmidt at Wescom Capital (206) 420-5710.

The Company will be announcing its progress on a regular basis and will continue to keep its shareholders apprised through these final stages. Visit our web-site for updates and to view our production Video at www.pureh20biotech.com.

On July 31, 2007, the Company was awarded patent #7250111, and has two additional patents pending at this time that are under review with the U.S. Patent and Trademark Office, Washington, D.C

----- Original Message -----

From: Joseph P. Doxey

To: Joseph P. Doxey

Sent: Thursday, June 07, 2012 1:39 PM

Subject: FELKNER Web suggestion 2006 toxicology tests N. Carolina

Pure H₂O Web suggestion

Pure H₂O Bio-Technologies, Inc. Announces New Non-Provisional U.S. Patent Filing for Tetrasilvertetraoxide as Disinfectant Agent for Cryptosporidium

BOCA RATON, Fla. Pure H₂O announced today that it filed on July 25, 2006, a Non-Provisional Patent with the United States Patent and Trademark Office, Washington D.C. for Tetrasilver-tetraoxide (TTO) as a Disinfectant Agent for Cryptosporidium. This patent is a follow-up for the Provisional Patent filed on July 28, 2005.

Pure H₂O Biotechnologies, Inc. developed an improved scientific protocol for this product and engaged Clancy Environmental Consultants, Inc. (CEC) St. Albans, Vermont to perform disinfection studies utilizing TTO as an alternate disinfection process for potable/drinking water. Cryptosporidium parvum oocyst-disinfection cannot be achieved by traditional treatments such as chlorination or treatment with other halogenated compounds including bromine and iodine. From reports in a series of progressive testings, it was concluded that activated TTO is capable of killing Cryptosporidium parvum oocysts at a level sufficient to render contaminated water potable. This underscores the significant advantage of using TTO as an alternate to treatment with the halogenated compounds cited above.

Silver compounds have for many centuries been used to purify water for drinking and for treatment of infections caused by pathogenic microbes. However, TTO is a unique form of silver, which exists in a crystalline form with ionic strength, which far exceeds that of ordinary monovalent silver. It belongs to a class of compounds that are collectively called "electron jumpers" making them much more powerful as antimicrobial agents and yet they are much less toxic to humans than compounds such as silver nitrate (used to treat/prevent eye infections of newborn babies). The successful use of TTO in treatment of swimming pool water is due to absence of a foul odor and skin/eye irritation (as attributed to chlorinated compounds), rapid elimination of bacterial and algal microbes, and it can be recycled within a treatment system rather than eliminated as waste. These properties make it both cost efficient and environmentally safe. In addition, resistant forms of microbes do not arise from the use of silver compounds, including TTO, a significant advantage over traditional disinfectants.

Joseph P. Doxey, President of Pure H₂O Bio-Technologies, Inc. stated, " The Pure H₂O water purifier system contains the disinfectant within the system and only releases disinfectant-free potable drinking water or water with enough residual disinfectant to prevent re-infection by pathogens." This makes TTO an ideal candidate for disinfection of deadly waterborne pathogens such as Cryptosporidium and other protozoans such as Giardia lamblia, whose cysts or oocysts are chlorine-resistant. TTO was previously

tested successfully against numerous bacterial and algal strains (treatment of swimming pool water). The United States Environmental Protection Agency has stated that adequate product chemistry, efficacy (killing of EPA specified microbial species), environmental fate, toxicology and ecological effects data have been reviewed showing that human exposure from the purposed use is minimal. The current application is a step forward, to use this product for drinking water disinfection within a contained system developed by Pure H2O Bio-technologies, Inc.

The claims, which PHBT accomplished by extensive research and testing included in the patent application, bring the company near to the status, which will give the disinfection system NSF certification. It should be noted that very few laboratories in the world have the capability to test for efficacy against Cryptosporidium oocysts. For this reason, PHBT chose Clancy Environmental Consultants, Inc. who are nationally/internationally recognized for their expertise in performing these tests and advising commercial and federal clients. PHBT is confident that claims described in its patents for both microbiology and engineering fields will be verified, thereby placing it in an optimum position to claim a significant market share.

Main Identity

From: "Joseph P. Doxey" [REDACTED]
To: "Joseph P. Doxey" [REDACTED]
Sent: Tuesday, February 18, 2014 10:19 AM
Subject: Fw: Dennis and Mark letter NSF 121010

----- Original Message -----

From: [Joseph P. Doxey](#)
To: [Joseph P. Doxey](#)
Sent: Tuesday, June 05, 2012 4:40 PM
Subject: Dennis and Mark letter NSF 121010

Hello Mark Dennis

I came across this document received from Felkner after my question to him about what we needed to do...with Clancy regarding the cost to conduct toxicology tests for our Silver TTO Hospital System. I remember Felkner telling me that Pure H2O can use the toxicity tests already completed for TTO when he did them for Jonas via swimming pools that was approved, see attached.

I now believe that Felkner forgot this statement to me. I also pulled up emails between Felkner, Mark, Dennis and I dated February 5th, 9th and 11th 2009, July 9th, 2009, August 11, 12, 31, 2008. The email from Felkner replying to Dennis dated February 9th 2009 states that we do not have the funds to do the toxicology tests. This is after Felkner told me to ship the unit down from Clancy to Florida (that cost the company thousands of dollars between making two custom crates, UPS shipping, etc. plus aggravation) and that we are ready to go to NSF. I am trying to make this issue clear among us.. why did Felkner tell me we were ready for NSF... told me to ship the system back to Florida if more testing was required before we sent it to NSF? We had the funds to pay Clancy at that time, both companies executed the signed NDA agreements and applications. I also noticed that Felkner stated in his reply email dated February 6, 2009 to Dennis that "Ozone only dropped oocysts by 2 logs and was accepted by EPA." We received 1.7 log on Silver TTO although NSF P231 stated that we need 3 log reduction. I believe that when I asked Felkner to start putting a formal package together including all the tests from Clancy and US Bio-Systems together to send to NSF as they requested, Felkner did not read P231 or realize that we were not at 3 log. I do remember that I discussed this with Mark and he said just increase the contact time. O.K. I was again comfortable. It does not matter if we need 3 hours of contact time, as long as we meet the 3 log required by P231. Also, I remember calling Tom Hargy to send all the tests in one pdf format to save Felkner time collecting all the tests we did over 1.5 years with Clancy. Hargy did do that for us. I had kept a file on documents from US Bio-Systems. In any event I think we are close to receiving funds. I am planning to get enough funds so we can send the system back to Clancy for another run (meaning we increase the contact time to reach 3 log) then drive it to Michigan. I think we can get the 60K we need to complete this action and get the final certification. As soon as we receive these funds, we need to make a trip to Jonas to execute a supply agreement and their toxicology tests on SilverTTO. Keep your fingers crossed. JDoxey

----- Original Message -----

From: [Joseph P. Doxey](#)

From: "Ira Felkner" [redacted]
To: "Joseph Doxey" [redacted]
Cc: "Mark Jones" <[redacted]>
Sent: Friday, August 15, 2008 8:13:49 AM
Subject: Fw: Patent Question

Joe, This is the reply from Robert Kain concerning intellectual material and where things stand. Let me know how you want to proceed with anything that we release to the public. Regards, Cecil

----- Original Message -----

From: Robert Kain
To: Ira Felkner
Cc: [redacted]; Robert Kain
Sent: Friday, August 15, 2008 10:05 AM
Subject: RE: Patent Question

Dear Cecil: 1. The Examiner will send us his further report in the pending patent application in 6 – 8 months. 2. I do not have the requested retainer to work on the new patent application so I have no news on that issue. 3. A provisional patent gives NO PROTECTION, other than to permit one to say "patent pending." 4. It takes 2 – 3 months to draft a patent and, if I must do the task in less than 30 days, there is an additional fee to handle the task on an expedited basis.

Please note our new website and email address.

/s/ Robert C. Kain, Esq.
Board Certified Intellectual Property
Kain & Associates, Attorneys at Law
750 S.E. 3rd Ave., Suite 100
Ft. Lauderdale, FL 33316
954-768-9002
954-768-0158 (fax)

From: Ira Felkner [mailto:[redacted]]
Sent: Friday, August 15, 2008 9:54 AM
To: Robert Kain
Subject: Patent Question
Importance: High

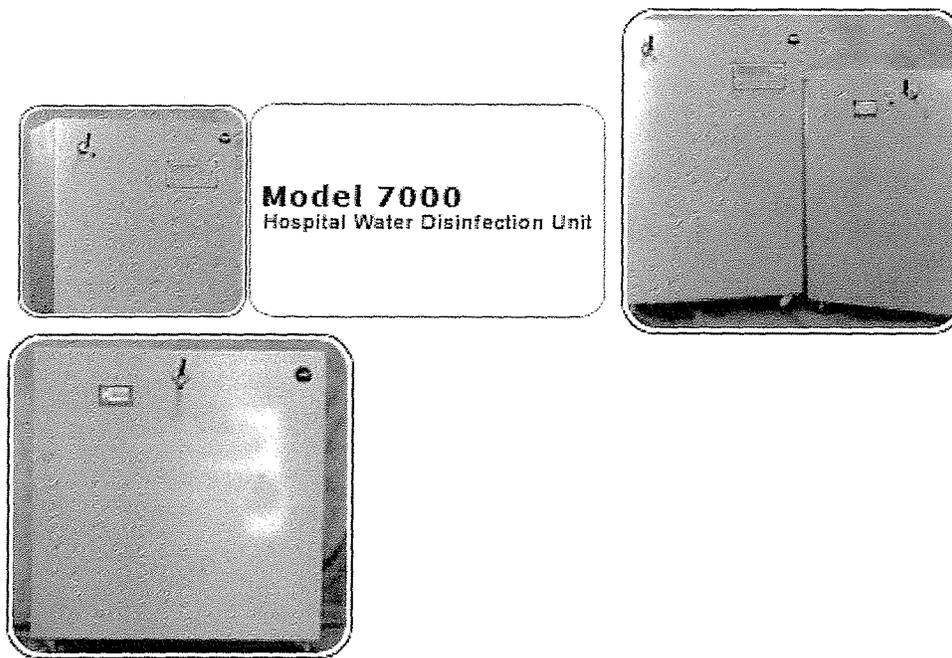
Dear Robert,

PureH2OBio-Tech is developing a video for the website. The video has data that will go into the non-provisional patent which must be developed and submitted in October. Does the provisional patent provide protection during the interim before the non-provisional one is filed? My recollection is that it does and that after the non-provisional is filed, we are in a patent-pending status. Since I am on both patents and advise Joe on this issue, I would appreciate an answer at your earliest time.

Any news or thoughts on the non-provisional filed on Aug.9 and response on Aug. 11, 2008?

Regards,

Cecil



Model 7000
Hospital Water Disinfection Unit

Independent Testing Performance evaluations of system disinfection agents conducted under established protocols at independent environmental laboratories in the United States.

Results Disinfection results against representative bacterial and eukaryotic parasitic agents indicate control of enteric coli form and *Cryptosporidium* microbial organisms. Results: Bactericidal activity ranging from greater than a 6.0 log base10 reduction of the population of *Escherichia coli*, a gram-negative enteric coli form bacteria (certain strains can cause fatal infections) and *Pseudomonas aeruginosa*, a gram-negative aerobic bacteria (certain strains can cause fatal organ abscesses) with elemental Iodine. Antimicrobiocidal oocyst activity ranging up to greater than a 1.8 log base10 reduction of a *Cryptosporidium* oocyst population with Silver TTO™. *Cryptosporidium* is a pathogenic water-borne microscopic parasite. Silver TTO™ is very effective against pathogenic bacteria including *Escherichia coli* and *Pseudomonas aeruginosa*.

Acceptance Underlying scientific principles of Silver water treatment is well established. Silver TTO™ has been selected for additional performance capability particularly with respect to oocyst-forming waterborne parasites.

Product The Pure H2O Bio-Technology potable water disinfection system utilizes a non-heat reliant, power independent method known to kill *Cryptosporidium*, which has been found in municipal water supplies and recreational facilities. As a result, the PRHB systems are designed with a technology combination of Silver TTO™ and absolute micron porosity GAC or similar final finish absorbent provide an additional level of protection for both residential and commercial / institutional applications. H2O Bio-Technologies has refined the traditional potable water purification processes by utilizing Silver TTO™ disinfection systems, thereby achieving a purity unequalled in the water purification and bottled water markets. **PRHB7000** Hospital and Medical System: Dimensions: 26" x 38" All Stainless Steel Cabinet, includes Three 20" High Filter Housings, 19" x 19" (3) Gallon Storage Tank, 9,000 gallon capacity, flow rate: 1 GPM, turbine flow meter with visual LED status indicator, casters for easy mobility.

References: J. Rivera-Utrilla, et al. Bioadsorption of Pb(II), Cd(II), and Cr(VI) on activated carbon from aqueous solutions, *Carbon*, 41: 323-330, 2003. R. M. Taylor and R. W. Kuennen. Removing lead in drinking water with activated carbon, *Environmental Progress*, 13(1): 65-71, 1994. V. L.

Exhibit

Hospital Disinfection Delivery System Model 7000

There have been numerous failures in metropolitan water systems. Many are due to the aging delivery systems that are breaking down at the point of entry or point of use, which results in high levels of contamination with pathogenic microorganisms. Although the most common contaminants will be organisms such as E. coli, Salmonella, or Pseudomonas, there has been a significant rise in organisms that are resistant to chlorine and related halogens such as fluorine and bromine. The general way that metropolitan water districts try to solve the problem is by flushing out the system and the introduction of high levels of free chlorine (a very toxic substance which is also corrosive to the pipes used to deliver water to the public). Recent examples have been local in Colorado and Florida water districts, to name a few.

According to swimming pool servicing companies, there has been a very significant increase in Cryptosporidium which has been spreading throughout the country. Further, Noroviruses have entered the environment, namely on Cruise ships. This means that infected individuals will continue to shed such pathogens and they will very likely enter the drinking water systems at increasing rates. Organisms such as Cryptosporidium, Giardia, and various viruses are virtually resistant to treatment with chlorine and other related halogens. Also, chemicals such as pesticides and various prescription/ over-the-counter pharmaceuticals. These organisms are not resistant to treatment with the silverTTO which has been tested by Pure H2O Bio-technologies, Inc., (PRHB) in laboratory level studies and is now being verified with the state-of-the-art patent-pending treatment/delivery system that is underway. The system is also designed to remove chemical contaminants and metals that are present in source water. Certification of this system through EPA's contractor, National Sanitation Foundation (NSF) is expected to be completed within a few short months and has a high likelihood for success. This system will be available to individuals and hospitals as a system delivering "pathogen-free and chemical-free" water.

Pure H2O Bio-Technologies, Inc., <http://www.pureh2obiotech.com/>, has been developing a water treatment system designed to kill the pathogenic microbes such as those cited above and to deliver highly purified water at the point -of-entry (POE) and point-of-use (POU), namely for residential, commercial, hospital and medical facilities. Our potable water disinfection systems are in the near-final and certification testing stages can provide both disinfection and purification of the contaminated water. On July 31, 2007, the Company was awarded patent #7250111, and have two additional patents pending at this time that are under review with the U.S. Patent and Trademark Office, Washington, D.C. Pure H2O Bio-Technologies, Inc. (Pure H2O) is an emerging, publicly traded (OTC-BB symbol PRHB), Florida based corporation that designs, develops, manufactures and markets potable water disinfection systems for residential and commercial applications. Potential uses include water treatment for whole house (under the counter), medical point-of-use, and well water systems.

From: Joseph P. Doxey [mailto: [REDACTED]]
Sent: Thursday, December 13, 2007 11:41 AM
To: Daryl Allison
Subject: joseph doxey

To: Daryl Allison, Appalachian Bank, Blairsville, GA, Telephone: 706.745.5571
Email: dallison@apab.com

From: Joseph P. Doxey [REDACTED]

Florida Telephone: [REDACTED]

Florida Fax: [REDACTED]

Florida email: [REDACTED]

Georgia Telephone: [REDACTED] **Georgia email:** [REDACTED]

Referred by: Builder - Brian Wight Construction Inc., Blairsville GA. Please call this morning [REDACTED] if you can assist.

Re: Seeking mortgage financing and appraisal. Land excavation completed, 2,000 square feet 6" cement slab, steel arch building secured including end walls with 2 doors bolted on each end of building, water meter/valves with (2) emergency boxes, electric, septic, perk tests & engineering plans.

**To view the subject property see: Photo Gallery on Web-site: pureh20biotech.com
Location: 4251 Pat Colwell Road in the city of Blairsville, Union County, Georgia, located on the corner of Pat Colwell Rd and Chaistain Road**

Exact Project Costs described below January 2007 –Present December 13, 2007

<u>Date</u>	<u>Purpose</u>	<u>Check #</u>	<u>\$Amount</u>	<u>Comment</u>
01-10	Consult Bld.	cc	1,200.00	engineering
01-12	U.S. Buildings, Inc.	532	2,750.00	initial deposit
01-30	Union County BOH	390	300.00	septic permit
01-30	Southern Geo Systems	389	300.00	perk tests
01-30	Charlette Ledford	388	500.00	land deposit
02-13	R. John Boemanns Trust	566	35,521.12	land purchase
02-21	U.S. Buildings, Inc.	575	2,750.00	2 nd deposit
04-16	Union County Bld. Dept.	639	150.00	build permit
			43,471.12	
<u>Phase I</u>				
04-16	Jeffreys Construction, Inc.	640	500.00	initial deposit
04-17	Consulting	cc	900.00	plans/drawing
04-16	Notla Water Authority	641	2,432.00	meter/valves
04-17	Blue Ridge Mtn EMC	642	95.00	meter
05-08	Jeffreys Construction, Inc.	090	1,000.00	phase I
05-12	Const/eng.	cc	1,510.89	plans
05-29	CTS Grading	101	18,466.00	excavation
05-29	Jeffreys Construction, Inc.	102	346.66	phase I
			25,250.55	

Continued: Page 2 December 13, 2007**Phase II**

05-31	Jeffreys Construction, Inc.	103	1,620.00	phase II slab
06-07	Jeffreys Construction, Inc.	104	3,300.00	phase II
06-10	Engineering	visa	1,069.60	cad plans
06-18	Builders First source	105	1,736.14	supplies
06-19	CTS Grading, Inc	106	1,635.00	excavation
06-20	Jeffreys Construction, Inc.	104 mm	10,792.40	phase II
08-27	T-A Break Portables	111	<u>55.00</u>	outsource
			20,208.14	

Phase III

09-07	Hiawasse H & Supply	visa	521.09	supplies
09-11	R. Pagel Land	114	230.00	property
09-12	T. Forthman Machines	115	300.00	excavation
09-12	U.S. Buildings	117	4,600.00	final delivery
09-14	R. Pagel Land Service	119	500.00	property
09-14	T. Forthman Machines	120	250.00	excavation
09-21	Home depot	expo	468.53	supplies
10-05	R. Pagel Land Service	cash	225.00	property
10-06	B. Wight Construction	125	4,575.00	building
10-06	R. Pagel Land Service	124	225.00	property
10-15	R. Pagel Land Service	129	335.00	property
10-21	Home depot	expo	901.74	supplies
10-27	B. Wight Construction	134	4,000.00	building
11-23	B. Wight Construction	136	5,000.00	building
11-23-07	B.Wight Construction		<u>6,301.43</u>	water pipe/box (2)
			28,432.79	

Land, permits, etc.	43,471.12
Phase I	25,250.55
Phase II	20,208.14
Phase III	<u>28,432.79</u>
Total Capital Investment to date:	\$117,362.60

Comments: Purchased from U.S. Building, Florida Single Steel Arch 40' x 50' w 20' center originally quoted \$25,000 for a 40'x 50' single steel arch building. Engineering designs, plans, property were negotiated downward. The property was purchased at a discount to the soft housing market. The current property value should come in at a higher value than the original purchase price based on the land improvements including, 80 tons circular bluestone driveway with entrance at Pat Colwell Road with exit at Chastain Road, drive through building with doors at each end of building, septic tank, drain field, water meter, water boxes for easy emergency valve access, electric box, culvert piping, 24 privacy trees, lawn, land scaping, perk tests, compression tests, survey and land excavation all completed.

EXHIBIT OBC-001

Joseph P. Doxey

From: "jim d" <[redacted]>
To: "Joseph P. Doxey" [redacted]
Sent: Monday, January 05, 2009 1:27 PM
Subject: Re: Fw: Accounting to be applied to 504 Texas Sunscription 101008

Joe, you have to add the 1000 I sent to Jerry Alexander and the 7000 I sent to you. the actual dollar figure is 55500

--- On Mon, 1/5/09, Joseph P. Doxey <jdoxeyintl@comcast.net> wrote:

From: Joseph P. Doxey [redacted]
Subject: Fw: Accounting to be applied to 504 Texas Sunscription 101008
To: "jim d" [redacted]
Date: Monday, January 5, 2009, 12:44 PM

Jim please print, sign and send via fax 561-218-6169

----- Original Message -----

From: [redacted]
To: [redacted]
Cc: [redacted]
Sent: Friday, October 10, 2008 11:17 AM
Subject: FW: Accounting to be applied to 504 Texas Sunscription 101008

----- Forwarded Message: -----

From: [redacted]
To: [redacted]
Cc: [redacted]
Subject: Accounting to be applied to 504 Texas Sunscription 101008
Date: Fri, 10 Oct 2008 16:12:25 +0000

Pure H2O Bio-Technologies, Inc.

[redacted]

Telephone: [redacted]
Fax: [redacted]

Jim Daniels
Observation Capital

October 10, 2008

[redacted]
Telephone [redacted]
[redacted]

Dear Jim

In light of the delays of the debt settlement agreement(s) between the Rotondo's, Mazziotti's

1/5/2009

and Observation Capital respectively, managed by our corporate legal counsel, it is obvious to reconsider our approach with a new strategy.

We have outlined the funds below that Pure H2O Bio-Technologies, Inc. (the "Company") has received from Observation Capital from 08-11-08 - 10-10-08.

We are suggesting to apply all the funds below as payments toward a Private Placement Offering under Regulation 504 for accredited entities in the State of Texas. Observation Capital will be able to capitalize on the exemptions offered by the Texas Division of Securities.

We are ready and able to begin the process to file Forms D & E in the State of Texas and to disclose the amounts as stated below as sales toward the \$1million dollar raise that the Company is currently seeking.

If you agree with this strategy, please sign below as accepting this new private Placenet Reg 504 offering. Secondly, that a total of \$47,500. will be applied toward the subscription agreement for common stock that is free and clear from restrictions on transfers, etc.

Date	Name	Amount	Purpose	Bank
08-11-08	Jim Daniels	12,500 12,485	Convertible Note 120 days	15.
09-09-08 83.	Observation Capital	15,000 14,917	Convertible Note 120 days	
09-09-08 83.	Observation Capital	15,000 14,917	Convertible Note 120 days	
09-10-08	Observation Capital	10,000 9,985	10 day loan	15.
09-19-08	Pure H2O	- 10,000	Return of Loan	
10-10-08	Observation Capital	5,000	Convertible Note 120 days	
_____?		57,500		
		-10,000	Return Loan 10 days	
		47,500.		

47,500 (QPM)
 7,000 pay R...
 1,000 J-Al...
 55,500

The undersigned parties have agreed in principal of all of the above concerns and are willing to proceed with a new private placemnt offering. All prior written and oral agreements including Convertible Promissory Notes into the Company's shares of common stock are now

EXHIBIT ORC-003

terminated.
cancelled as null and void.

Accepted and Agreed by Observation Capital and Pure H2O Bio-Technologies, Inc.
this 10th day of October 2008.

By: PURE H2O BIO-TECHNOLOGIES, INC.

Joseph P. Doxey, President

By: OBSERVATION CAPITAL, LLC

William J. Daniels, Managing Director

No virus found in this incoming message.
Checked by AVG - <http://www.avg.com>
Version: 8.0.173 / Virus Database: 270.8.2/1735 - Release Date: 10/20/2008 2:52 PM

No virus found in this incoming message.
Checked by AVG - <http://www.avg.com>
Version: 8.0.176 / Virus Database: 270.10.2/1876 - Release Date: 1/5/2009 9:44 AM

PURE H₂O BIO-TECHNOLOGIES, INC.



Telephone: [Redacted]

Fax: [Redacted]

The Note Holder identified on Schedule A ("Holder") September 9, 2008

**Re: Conversion of Principal Only in OBSERVATION CAPITAL, LLC.
Promissory Note into Common Stock**

Dear Sir,

This letter summarizes our agreement with respect to the subject matter below described: Pure H₂O Bio-Technologies, Inc., a Florida Corporation, ("H2O"), owns a promissory note in favor of H2O in the principal amount of \$250,000, which was amended by an Allonge and Amendment to Promissory Note (the "Note"). The Holder has acquired a separate interest in the Note and the Interest ("Note Interest") in the amount set forth on Schedule A in the column entitled "Principal" and/or "Principal Amount of Note Interest."

The Holder hereby converts the Note and/or Note Interest into shares of Common Stock of Pure H₂O Bio-Technologies, Inc. ("Common Stock") at the rate of 1,000 shares of Common Stock for each \$1.00 of principal amount of Note and/or Note Interest converted. H₂O hereby agrees to the terms of such conversion and will issue to the Holder, and/or its nominee, the number of shares of Common Stock set forth on Schedule A in the column entitled "Conversion Shares to Be Issued."

If you agree and accept the foregoing, please sign and date below.

Very truly yours,

PURE H₂O BIO-TECHNOLOGIES, INC.

By: _____
Joseph P. Doxey, President & CEO

AGREED AND ACCEPTED

INVESTOR QUESTIONNAIRE

In order to enable the Company to determine whether you are an accredited investor, please complete the following:

a. Net Worth

My individual net worth or joint net worth with my spouse, inclusive of the home (valued at its estimated fair market value net of current encumbrances), furnishings and automobiles is: (check whichever statement is applicable)

- less than \$250,000
- \$250,000 to \$499,999
- \$500,000 to \$999,999
- in excess of \$1,000,000

b. Income

My individual or joint (with my spouse) net annual income in each of the two most recent years was: (check whichever statement is applicable)

	<u>2006</u>		<u>2007</u>
	<input type="checkbox"/> less than \$99,999	<input type="checkbox"/>	<input type="checkbox"/> less than \$99,999
\$199,999	<input type="checkbox"/> \$100,000 to \$199,999	<input type="checkbox"/>	<input type="checkbox"/> \$100,000 to
\$300,000	<input type="checkbox"/> \$200,000 to \$300,000	<input type="checkbox"/>	<input type="checkbox"/> \$200,000 to
\$300,000	<input type="checkbox"/> in excess of \$300,000	<input checked="" type="checkbox"/>	<input type="checkbox"/> in excess of <u>500k</u>

I reasonably expect my individual or joint (with my spouse) net income in the current year to be: (check whichever statement is applicable)

Estimated 2008

- less than \$99,999
- \$100,000 to \$199,999
- \$200,000 to \$300,000
- in excess of \$300,000

c. Affiliation with the Company

I hold the following positions with the Company: (check whichever statement is applicable)

- Officer
- None
- Director
- 10% Shareholder

d. All Investors

a. The undersigned has invested in excess of \$ 1 million in the past five years in equity or debt offerings of business entities.

b. Individual Investors must answer these questions:

PR/IR (i) My Finance principal occupation is:

(ii) My educational background is as follows:
College: U of Md Degree: Year: 91

Grad. School: _____ Degree: _____ Year: _____

Secretary of State
P.O. Box 13887
Austin, TX 78711-0887
FAX: 512449-5709



Certificate of Formation
Limited Liability Company

Filed in the Office of the
Secretary of State of Texas
Filing #: 08090033 05/29/2009
Document #: 217012233816
Image Generated Electronically
for Web Filing

Filing Fee: \$300

The filer hereby certifies that the filer is a limited liability company. The name of the entity is:

Observation Capital LLC

The name of the entity shall conform to the name of a limited liability company or an exempt organization of such name. It shall not be the same as, or so similar to that of an existing corporation, limited liability company, or limited partnership as to be likely to cause confusion or to be deceptive. It shall not be the same as, or so similar to that of an existing corporation, limited liability company, or limited partnership as to be likely to cause confusion or to be deceptive. It shall not be the same as, or so similar to that of an existing corporation, limited liability company, or limited partnership as to be likely to cause confusion or to be deceptive.

A. The initial registered agent is an organization (cannot be company named above) by the name of:
Business: Foreign Incorporated

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:
Street Address:

701 Ervason Street, Ste. 200 Austin TX 78701

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members. The names and addresses of the governing persons are set forth below:

Managing Member: William J. Daniels

Title: Managing Member

Address: 701 Ervason Street, Austin TX, USA 78701

This document is for the formation of a limited liability company. It is not to be used for the formation of any other type of business for which state filing requirements may be required under the Texas Business Organizations Code.

(The official address, if any, is designated here by reference.)

<http://www.messages.j2.com/trip/faxes/16122333816@messages.j2.com.94313.200904090...> 4/9/2009



Zoom:

Pages: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

APP-9-2009 03:11P FROM: JIM DANIELS

16122913316

TO: 16122913316

P.0/16

Payer's Request for Taxpayer Identification Number

OMB No. 1545-0047

1. Name of the taxpayer: ABC Capital LLC

2. Address: 1000 Hawthorne Dr

3. City/State/Zip: MIAMI Beach FL 33168

4. Taxpayer Identification Number: 26-2917885

5. Date: 4/8/09

6. Signature: [Signature]

7. Title: [Title]

8. Date of birth: [Date]

9. Date of death: [Date]

10. Date of citizenship: [Date]

11. Date of naturalization: [Date]

12. Date of permanent residence: [Date]

13. Date of temporary residence: [Date]

14. Date of entry into the United States: [Date]

15. Date of departure from the United States: [Date]

16. Date of return to the United States: [Date]

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URGENT

http://www.messages.j2.com/wobmail/eme/external_faxview/view_fax.php?index=27%2C2... 4/9/2009

EXHIBIT OBC005

OBSERVATION CAPITAL, LLC.

Mr. Joseph P. Doxey, President
Pure H2O Bio-Technologies, Inc.

September 9, 2008

Dear Mr. Doxey:

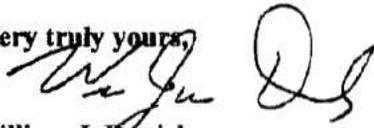
OBSERVATION CAPITAL, LLC, a Texas Entity ("OCL"), is hereby offering to assume a certain Promissory Note ("the Note") issued to Pure H₂O Bio-Technologies ("H₂O") as Payee. The Note will be assumed under the terms and conditions stated herein, and pursuant to an Assumption Agreement (the Assumption Agreement) to be executed between **OBSERVATION CAPITAL, LLC** and Pure H₂O Bio-Technologies, Inc. OCL understands that neither the principal amount of **\$250,000**, or the accrued interest has been paid under the Note. The consideration to be paid by OCL for the assumption of that portion of the Note to be acquired is as follows:

- **OBSERVATION CAPITAL will pay you the Principal Amount as stated above in eleven equal installments of \$18,750. and one final payment of \$18,750. with 8.5% interest, commencing 30 days from the date of the Assumption Agreement.**

In the event any payment due under the Assumption Agreement shall not be timely made, then upon expiration of a cure period of seven days, the remedy of Pure H₂O Bio-Technologies, Inc., will be to receive the shares escrowed as security for this obligation.

If this offer is acceptable to you, please execute the attached Assumption Agreement. This offer shall be withdrawn automatically if it is not accepted by September 15, 2008.

Very truly yours,


William J. Daniels
Managing Member

Joseph P. Doxey

From: "Joseph P. Doxey" [REDACTED]
To: "jim d" [REDACTED]
Sent: Monday, January 05, 2009 12:41 PM
Subject: Fw: Consulting Agreement Observation Capital September 15, 2008

Jim please print, sign and send via fax [REDACTED]

----- Original Message -----

From: Joseph P. Doxey
To: Joseph P. Doxey
Sent: Friday, December 19, 2008 8:46 PM
Subject: Consulting Agreement Observation Capital September 15, 2008

CONSULTING AGREEMENT

This Agreement made this September 15, 2008 between Observation Capital, LLC., a Texas Limited Liability Company, whose address is [REDACTED] hereinafter referred to as "OBSERVATION" or "Consultant" and PURE H2O BIO-TECHNOLOGIES, INC., a Florida corporation, its agents, successors or assigns, hereinafter referred to as "PURE H2O BIO-TECH." or "Client", whose address is [REDACTED] Symbol: PRHB

I. Services:

- A. Whereas, Consultant is in the business of providing management consulting services to businesses in an effort to obtain capital from third parties for business use, including equipment leasing, purchase order and/or contract financing, factoring and financing for land and buildings' utilizing various financing instruments.
- B. Whereas, Client desires to retain Consultant for the following purposes: To attempt to arrange interim financing including debt-equity, bridge loan, convertible debt, structure and purchase of corporate debt, seek accredited investors to subscribe to clients private placements in the form of Regulation D, 144, 504 and 506 respectively.
- C. Whereas, Client requires consultant to review all third party contracts including interviewing potential accredited investors, public and investor relations agreements.
- D. Whereas, Consultant seeks introductions to capital sources or acquisitions of other related technology businesses, strategic planning, introductions to marketing, advertising sources, capital formation, document preparation and other such related business development services.
- E. Whereas, Client requires Consultant to seek introductions to market makers and broker/dealers; reorganization consulting services for purposes of attempting to capitalize the company for a twelve month period from the date hereof.

WHEREAS, Consultant can provide the Client with the above mentioned introduction services and access to other professional business development services;

WHEREAS, the Client wishes to induce Consultant to provide these consulting services to the Client and authorizes Consultant to make such introductions as Consultant deems necessary;

For and in consideration of mutual benefits, promises, and the cross consideration hereinafter set forth, the adequacy of which is hereby acknowledged, the parties hereto, OBSERVATION and PURE H2O BIO-TECH collectively "THE PARTIES", hereby covenant and agree as follows:

2. Other Services

- A. OBSERVATION is hereby engaged by PURE H2O BIO-TECH., to provide all of the items above described A-E including capital funding services (non-exclusive) including serving as an investment banking liaison, and acting as capital consultant for a twelve month period from the date hereof. OBSERVATION shall contact institutional investors, arrange presentation of the Company, assist in restructuring PURE H2O BIO-TECH'S business plan for presentation and arrange conferences with capital sources (the "term").
- B. OBSERVATION is engaged to provide capital structure, working capital, equipment financing, merger

and acquisition, and reorganization consulting services to PURE H2O BIO-TECH. for purposes of attempting to capitalize the company for a twelve month period from the date hereof.

3. Compensation

PURE H2O BIO-TECH, hereby agrees to compensate OBSERVATION for the services set forth in 1. Services and 2. Other Services the following items:

- A. Recognizing that OBSERVATION has extensive sources of venture capital, coupled with brokerage industry contacts, PURE H2O BIO-TECH hereby agrees to pay OBSERVATION for the consulting services set forth above a success fee of three percent (3%), inclusive of all fees, in cash or stock of the amount of capital raised as a result of contacts by OBSERVATION. Such fees shall be due at closing of any transaction in which OBSERVATION has acted as the introducing person. Any party so introduced to Client shall be pre-approved in writing by Client and a list of introductions shall be maintained by consultant.
- B. PURE H2O BIO-TECH shall pay all out-of-pocket expenses related to the services set forth in Paragraph 1 above, subject to budget approval by PURE H2O BIO-TECH prior to incurring the expense. In the event Client is unable to pay cash, Consultant may from time to time subscribe for freely tradable shares at an agreed discount to market or at par value.

4. Termination of Agreement

This Consulting Agreement may not be terminated by either party prior to the expiration of the term provided herein above, except as follows:

- A. Upon the bankruptcy or liquidation of the other party, whether voluntary or involuntary;
- B. Upon the other party taking the benefit of any insolvency law;
- C. Upon the other party having or applying for a receiver appointed for either party; and/or written notice by one party to the other party.

5. Notices

All notices hereunder shall be in writing and addressed to the party at the address herein set forth, or at such other address which notice pursuant to this section may be given, and shall be given upon the earlier of actual receipt or three (3) business days after being mailed or delivered to such courier service. Any notices to be given hereunder shall be effective if executed by and/or sent by the attorneys for THE PARTIES giving such notice and, in connection therewith, THE PARTIES and their respective counsel agree in giving such notice such counsel may communicate directly in writing with such party to the extent necessary to give such notice.

Attorney Fees

In the event either party is in default of the terms or conditions of this Consulting Agreement and legal action is initiated or suit be entered as a result of such default, the prevailing party shall be entitled to recover all costs incurred as a result of such default including reasonable attorney fees, expenses and court costs through trial, appeal and to final disposition.

6. Time is of the Essence

Time is hereby expressly made of the essence of this Consulting Agreement with respect to the performance by THE PARTIES of their respective obligations hereunder.

7. Inurement

This Consulting Agreement shall inure to the benefit of and be binding upon THE PARTIES hereto and their respective heirs, executors, administrators, personal representatives, successors, and consultant cannot assign this agreement.

8. Entire Agreement

This Consulting Agreement contains the entire agreement of THE PARTIES. It is declared by THE PARTIES that there are no other oral or written agreements or understanding between them affecting this Agreement. This Agreement supersedes all previous agreements.

9. Amendments

This Agreement may be modified or amended provided such modifications or amendments are mutually agreed upon by and between THE PARTIES hereto and that said modifications or amendments are made only by an instrument in writing signed by THE PARTIES.

10. Waivers

No waiver of any provision or condition of this Agreement shall be valid unless executed in writing and

EXHIBIT ORC-012

signed by the party to be bound thereby, and then only to the extent specified in such waiver. No waiver of any provision or condition of this Agreement and no present waiver of any provision or condition of this Agreement shall be construed as a future waiver of such provision or condition.

11. Non-Waiver

The failure of either party, at any time, to require any such performance by any other party shall not be construed as a waiver of such right to require such performance, and shall in no way affect such party's right to require such performance and shall in no way affect such party's right subsequently to require a full performance hereunder.

12. Construction of Agreement

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

13. Non-Circumvention Agreement

PURE H2O BIO-TECH agrees, represents and warrants hereby that it shall not circumvent OBSERVATION with respect to any banking or lending institution, investment bank, trust, corporation, individual or investor introduced by OBSERVATION to PURE H2O BIO-TECH pursuant to the terms with OBSERVATION for the purpose of, without limitation, this Agreement and for a period of twelve (12) months from the date of execution by THE PARTIES of this Agreement. If PURE H2O BIO-TECH enters into a transaction with a party introduced by consultant, then the fees owed under section 2a shall be due whether or not this Agreement or term has ended.

14. Applicable Law

THIS AGREEMENT IS EXECUTED PURSUANT TO AND SHALL BE INTERPRETED AND GOVERNED FOR ALL PURPOSES BY THE LAWS OF THE STATE OF FLORIDA FOR WHICH THE COURTS IN PALM BEACH FLORIDA SHALL HAVE JURISDICTION WITHOUT GIVING EFFECT TO THE CHOICE OR LAWS OR CONFLICT OF LAWS RULES THEREOF OR OF ANY STYLE. The parties agree that mediation shall be used as an initial forum for the good-faith attempt to settle and resolve any issues or disputes that may arise.

15. Counterparts

This Agreement may be executed in a number of identical counterparts. Each such counterpart is deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

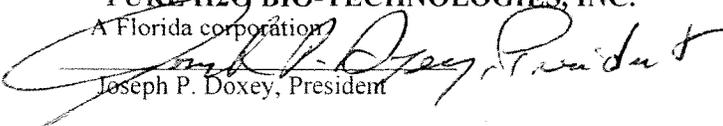
16. Facsimile A facsimile copy of this Agreement is acceptable.

17. Acceptance of Agreement

Unless both parties have signed this Agreement within ten (10) business days of the date listed above, this Agreement shall be deemed automatically withdrawn and terminated.

IN WITNESS WHEREOF, THE PARTIES have set forth their hands and seal in execution of this Consulting Agreement this August 15, 2008 by and between:

OBSERVATION CAPITAL, LLC.
A Texas Limited Liability Company
By: _____
William J. Daniels, Member

PURE H2O BIO-TECHNOLOGIES, INC.
A Florida corporation

Joseph P. Doxey, President

Main Identity

From: "Joseph P. Doxey" [REDACTED]
To: "Joseph P. Doxey" [REDACTED]
Sent: Sunday, January 15, 2012 3:04 PM
Subject: Rotondo Notes Observation Capital 081808

Mr. Jim Daniels
Observation Capital

We received your documents and made adjustments to reflect the (2) separate notes for the following parties:

1. Terry Rotondo: Note dated December 22, 2000 \$50,000.
Please be advised that Terry Rotondo has received two checks from PRHB in the amount of \$3,500. The balance of her principal is \$46,500. (\$3,875 per month for 12 months.) The acceleration of payments is up to the market conditions. We will need to discuss a down payment for each note. We have noted your verbal dollar amount to be up upon signing to be \$12,500. for both notes (\$6,250.) each.

2. Vincent & Louise Rotondo : Note Dated _____ ? \$50,000. The principal balance is \$50,000., as they have not received any payments from PRHB. \$50,000 (\$4,166.) per month for 12 months.

Doc # 1 Assumption Agreement dated Aug 15, 2008 Terry Rotondo \$46,000 \$3,875 per month
Doc # 1 Assumption Agreement dated Aug 15, 2008
Vincent & Louise Rotondo \$50,000 \$4,166.66 per month. (Instructions: Only Fax Execution page on both of the above)

Doc #2 Promissory Note Aug 15, 2008 Terry Rotondo 46,500 \$3,875 per month
Doc # 2 Promissory Note Aug 15, 2008 Vincent & Louise Rotondo \$50,000 (Instructions Execute and send)

Doc # 3 Bill of Sale dated Aug 15, 2008 Terry Rotondo \$46,500
Doc # 3 Bill of Sale dated Aug 15, 2008 Vincent & Louise Rotondo \$50,000 (Instructions: Sign and send)

Letter dated Aug 15, 2008 from you Jim Daniels to Terry Rotondo
Letter dated Aug 15, 2008 from you to Vincent & Louise Rotondo (Instructions: sign and send)

I will copy you my letters to the noteholders upon execution to complete your file. Thank you again for your attention in this matter.

Joseph P. Doxey
President
Pure H2O Bio-Technologies, Inc.

----- Original Message -----

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Sent: Saturday, August 16, 2008 2:57 PM
Subject: Observation Capital

Hi Joe,

Please review the attachment.

In a nutshell, we should be converting the debt at par value (.001) to nonrestricted, free trading shares, as I will be creating a market by creating interest in your company via my

EXHIBIT OBC-015

Main Identity

From: "Joseph P. Doxey" [REDACTED]
To: "Joseph P. Doxey" [REDACTED]
Sent: Tuesday, June 19, 2012 12:58 PM
Subject: Fw: Rotondo Documents

----- Original Message -----

From: [REDACTED]
To: [REDACTED]
Sent: Wednesday, June 10, 2009 11:46 AM
Subject: Rotondo Documents

FAX COVER SHEET 561.802.4144

Date: June 10th 2009

Joseph P. Doxey, President
PURE H2O BIO-TECHNOLOGIES, Inc.

[REDACTED]

Telephone: [REDACTED]
Fax: [REDACTED]
e.mail: [REDACTED]

Georgia Telephone/Fax: 706-745-7829

To: Larry Brownstein, Esq.
[REDACTED]

Telephone: [REDACTED]
Cell: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]

Web-Site: www.brownsteinjustice.com

Directions: 95 -PBL East-Left on Congress

Comments: Attached are the following Executed Documents.

1. Letter dated May 26, 2009 from Pure H2O to Joseph Galardi.
2. Letter dated November 19, 2008 from Joseph Galardi
3. Assumption & Assignment Agreement (6) pages Vincent Rotondo 10-16-08
4. Assumption & Assignment Agreement Terri Rotondo 10-15-08
5. Settlement Agreement & Mutual General Releases 10-15-08
6. Bill of Sale Observation Capital 10-20-08 Vincent Rotondo
7. Bill of Sale Observation 10-20-08
8. Promissory Note 10-16-08 Terri Rotondo & Observation Capital
9. Promissory Note 10-16-08 Vincent Rotondo & Observation Capital

Main Identity

From: "JDoxy" [REDACTED]
To: [REDACTED]
Sent: Wednesday, July 15, 2009 10:16 AM
Subject: Observation Instruction Letter 071509 45m

PURE H2O BIO-TECHNOLOGIES, INC.

[REDACTED]
TELEPHONE: [REDACTED]

FAX: [REDACTED]

July 15, 2009

Fax Transmission and E.mail 212-616-7615

Victoria/Alexandria Albrecht
Continental Stock Transfer & Trust Company
17 Battery Place, N.Y.N.Y.

Dear Ladies:

Please be advised that we were contacted by Mr. William Daniels of Observation Capital, LLC requesting us to send the balance of their shares in the aggregate amount of Forty Five Million Shares. This transfer shall conclude all the shares due Observation Capital, LLC. Please send via electronic transfer 45 million shares of Pure H2O Bio-Technologies. Inc. (PRHB) to the below described account:

Account Name: Observation Capital llc
Securities Firm: LPL Financial
Account Number: [REDACTED]
DTC Number: [REDACTED]

If you need any further information please contact me at [REDACTED] or [REDACTED]. We are sending this letter via e.mail and fax transmission.

Thank you,

Joseph P. Doxy

Main Identity

From: "Joseph P. Doxey" [REDACTED]
To: "Joseph P. Doxey" [REDACTED]
Sent: Thursday, June 28, 2012 3:36 PM
Subject: alexia washington 083111.doc

Pure H2O Bio-Technologies, Inc.
[REDACTED]

Telephone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]

Ms. Alexis Palascak, Senior Counsel
U.S. Securities and Exchange Commission
Division of Enforcement
100 F Street, N.E.
Washington, DC 20549-5631

August 31, 2011

Re: In the Matter of Pure H2O Bio-Technologies, Inc. (HO-11252)

Dear Ms. Palascak:

Please be advised that the documents that your office has requested as per your letter dated August 2011 are enclosed for your file. We have outlined the transactions between Pure H2O Bio-Technologies, Inc. and Observation Capital, LLC. in connection with your dates as itemized in your letter A-K dated October 14, 2008 through May 21, 2009.

We have further enclosed the following documents:

- Doc.001** Consulting Agreement between Pure H2O Bio-Technologies, Inc. and Observation Capital, LLC dated September 15, 2008.
- Doc.002** Letter dated October 10, 2008 from Pure H2O to Observation Capital
- Doc.003** Draft of Convertible Promissory Note for Observation Capital

	<u>Date</u>	<u>Wire Deposit</u>	<u>Sender</u>	<u>Purpose</u>	<u>\$Amount</u>	<u>Date Bank Statement</u>
Doc.004	08-11-08	Wire	Observ Cap.	Conver Note	12,485	08-29-08 Appalachian
Doc.005	09-09-08	Wire	Observ Cap	Conver Note	14,917	09-30-08 Appalachian
Doc.005	09-09-08	Wire	Observ Cap	Conver Note	14,985	09-30-08 Appalachian
Doc.005	09-10-08	Wire	Observ Cap	Conver Note	9,985	09-30-08 Appalachian
Doc.006	09-18-08	Wire	Pure H2O Bio-Tech	Return of Loan	-10,000	09-18-08 Wachovia
Doc.007	10-10-08	Wire	Observ Cap	Conver Note	4,985	10-31-08 Appalachian
Doc.008	11-20-08	Wire	Observ Cap	Conver Note	4,600	11-30-08 Amtrust
Doc.008	11-20-08	Wire	Observ Cap	Conver Note	2,400	11-30-08 Amtrust
Doc.009	03-16-09	check 1032	Observ Cap	Conver Note	475	03-31-09 Amtrust
					54,842	

Total received by Observation Capital (-\$158. bank fees 55,000)

Doc. 010	Instruction Letter 08-07-08					
Doc .011	Convertible Promissory Note August 11, 2001 \$12,500 cancelled					Balance deducted
Doc. 012	Exhibit A Notice of Holder Conversion					54,842
Doc. 013	Subscription Agreement	10-14-08	1,984,127	shares	12,500	42,342
Doc. 014	Subscription Agreement	10-16-08	1,587,301	shares	10,000	32,342
Doc. 015	Subscription Agreement	01-06-09	11,000,000	shares	1,100	31,241
Doc. 016	Subscription Agreement	01-13-09	13,000,000	shares	130	31,112
Doc. 017	Subscription Agreement	01-15-09	14,000,000	shares	140	30,972
Doc.018	Subscription Agreement	01-20-09	30,000,000	shares	300	30,672

MIME-Version: 1.0 Date: Fri, 07 Oct 2011 15:34:42 +0100 Content-Type: text/html; charset="iso-8859-1" Content-Transfer-Encoding: quoted-printable

From: [REDACTED]
Sent: Monday, October 3, 2011 1:22 PM (GMT)
To: Pala= scak, Alexis <palascaka@sec.gov>
Subject: Pure H2O Biotech.

Ms. Alexis Paascak,
I am writing this letter at your request. I believe I have supplied you with everything I have pertaining to your subpoena, except I believe I had an account at Fintegra Securities in Florida at the time as well. I may have sold some PRHB there as well. nbsp;I don't have those records.

In addition, when I received the subpoena I contacted Joe Doxey to see if he had the sub. agreements with both signatures. He told me no he did not. He also wanted me to sign paperwork and date it (from then) but I would not meet him to do so. As per our conversation the only loan to him was 10000 which he paid back. The rest of the money I invested was to be used for subscription agreements in the future. Mr. Doxey drove to my house in 2008 and met with me at a restaurant. He told me about his product and it sounded good and I thought with his backround that we discussed, that he could take his company somewhere. As a result, I invested with him roughly 25k to start, (more later), via wire transfer(s). I ended up parting ways with Mr.Doxey because it did not seem to me that his company was going anywhere That was my opinion. We did not finish all of the subscription agreements and money was owed as per our agreement but I felt it was an impossible business venture.

Also, it is possible that I sent him money from an account of mine at Wachovia in Port Richey, FL. The account was under my name individually as William James Daniels. [REDACTED]

[REDACTED] Please feel free to obtain those records for that account under my name individually at that bank.

I also "western unioned" some money to Joe Doxey and he was to add to the investment and subscriptions. Not a loan. I did not sign a loan agreement with him.

Declaration of Observation Capital llc, Certifying Records of Regularly Conducted Business Activity
I, the undersigned, Wm James Daniels, pursuant to 28 U. S. C. and 1746, declare that:

1. I am employed by Observation Capital LLC and as a Member and by reason of my position am authorized and qualified to make this

declaration.

2. I further certify that the documents I have sent are originals and or true copies of records that were:

a. made at or near the time of the occurrence of the matters set forth therein, by or from information transmitted by, a person with knowledge of those matters;

b. kept in the course of regularly conducted business activity as a regular practice.

c. made by the regularly conducted business activity as a regular practice.

I declare that to my knowledge and understanding, under penalty of perjury that the foregoing is true and correct as to how I understand it. Executed on October 3rd.

Wm James Daniels.

Thank You,
Jim Daniels

<= /html>

**BEASLEY HAUSER
KRAMER LEONARD
& GALARDI, P.A.**
ATTORNEYS AT LAW

FLAGLER CENTER, SUITE 1500
505 S. FLAGLER DRIVE
WEST PALM BEACH, FLORIDA 33401
561.835.0900 (TEL)
561.835.0939 (FAX)
www.beasleylaw.net

October 15, 2008

VIA EMAIL AND FEDEX

VIA EMAIL AND FEDEX

William J. Daniels
[REDACTED]

Joseph P. Doxey
[REDACTED]

**Re: Rotondo v. Doxey and Pure H2O Bio-Technologies, Inc.
Case No. 50 2006 CA 012451 XXXX MB**

Dear Joe and Jim:

I have enclosed final versions of the following documents: (1) Settlement Agreement and Mutual General Releases; (2) two Assumption and Assignment Agreements; (3) two Bills of Sale; (4) two Promissory Notes.

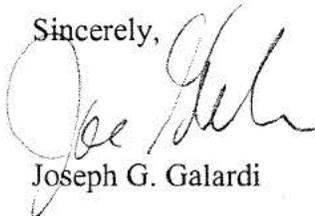
Joe, you need to sign the Settlement Agreement and the two Assumption and Assignment Agreements on behalf of Pure H2O.

Jim, you need to sign all of the documents on behalf of Observation Capital.

Once you have both signed your respective documents, please return the originals to me via overnight delivery. Also, it is important that you fax me the documents you sign today. The Rotondos are signing these documents today. They are also delivering the old Pure H2O notes their attorney, Harriet Lewis.

Please let me know if you have any questions.

Sincerely,


Joseph G. Galardi

JGG/pm
Enclosures

OBSERVATION CAPITAL, LLC.

15123 Regina Lane,
Harlingen, Texas 78552
Telephone Number:
Fax Number: 727.841.7863

Ms. Terry Rotondo

August 15, 2008



Dear Ms. Rotondo:

OBSERVATION CAPITAL, LLC, a Texas Entity ("OCL"), is hereby offering to assume a certain Promissory Note ("the Note") issued by Pure H₂O Bio-Technologies ("H₂O") as Maker in favor of Terri Rotondo as Payee. The Note will be assumed under the terms and conditions stated herein, and pursuant to an Assumption Agreement (the Assumption Agreement) to be executed between OBSERVATION CAPITAL, LLC and Terri Rotondo. OCL understands that neither the principal amount or the accrued interest has been paid under the Note. The consideration to be paid by OCL for the assumption of that portion of the Note to be acquired is as follows:

- **OBSERVATION CAPITAL will pay you only the Principal Amount as stated above in twelve equal installments of US \$3,875 without interest, commencing within 30 days from the date of the Assumption Agreement.**

In the event any payment due under the Assumption Agreement shall not be timely made, then upon expiration of a cure period of seven days, the remedy of Terry Rotondo will be to receive the shares escrowed as security for this obligation.

If this offer is acceptable to you, please execute the attached Assumption Agreement. This offer shall be withdrawn automatically if it is not accepted by August 31, 2008.

Very truly yours,

William J. Daniels
Managing Member

BILL OF SALE**KNOW ALL PERSONS BY THESE PRESENTS,**

That the undersigned, Terri Rotondo, (hereinafter referred to as the "Seller") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and transfers and delivers to Observation Capital, LLC, a Texas Corporation, (hereinafter referred to as the "Buyer"), its successors and assigns, all of the right title and interest of the Seller, in and to a Promissory Note dated December 22, 2000, with a face amount of US \$50,000.00, between Seller, as Payee and Pure H2O Bio-Technologies, Inc., as Maker (the "Asset"), pursuant to the terms of and subject to the conditions in the ASSUMPTION AND ASSIGNMENT AGREEMENT, entered into contemporaneously herewith by and between the Seller and the Buyer (the "Agreement") Free and Clear of all Liens, Claims, Restrictions, and Encumbrances TO HAVE AND TO HOLD, unto the Buyer, its successors and assigns, to and for its and their own use and benefit forever.

IN WITNESS WHEREOF, the Seller and the Buyer have executed this instrument as of October 15, 2008.

SELLER:


Terri Rotondo

BUYER:

OBSERVATION CAPITAL, LLC

William J. Daniels
As its Managing Member

EXHIBIT OASC-023

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS,

That the undersigned, Terri Rotondo, (hereinafter referred to as the "Seller") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and transfers and delivers to Observation Capital, LLC, a Texas Corporation, (hereinafter referred to as the "Buyer"), its successors and assigns, all of the right title and interest of the Seller, in and to a Promissory Note dated December 22, 2000, with a face amount of US \$50,000.00, between Seller, as Payee and Pure H2O Bio-Technologies, Inc., as Maker (the "Asset"), pursuant to the terms of and subject to the conditions in the ASSUMPTION AND ASSIGNMENT AGREEMENT, entered into contemporaneously herewith by and between the Seller and the Buyer (the "Agreement") Free and Clear of all Liens, Claims, Restrictions, and Encumbrances TO HAVE AND TO HOLD, unto the Buyer, its successors and assigns, to and for its and their own use and benefit forever.

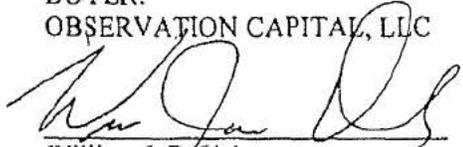
IN WITNESS WHEREOF, the Seller and the Buyer have executed this instrument as of October __, 2008.

SELLER:

Terri Rotondo

BUYER:

OBSERVATION CAPITAL, LLC



William J. Daniels

As its Managing Member

Oct 20,
2008

**SETTLEMENT AGREEMENT
AND MUTUAL GENERAL RELEASES**

Vincent Rotondo, Louise Rotondo, and Terri Rotondo, on the one side (collectively "Plaintiffs" or the "Rotondos"), and Pure H2O Bio-Technologies, Inc. ("Defendant" or "Pure H2O"), on the other side, in consideration of the mutual covenants set forth below, stipulate to the settlement of certain matters between them, as follows:

WHEREAS, the Rotondos have asserted claims against Pure H2O relating to two promissory notes dated December 22, 2000 and December 29, 2000, each in a principal amount of \$50,000.00 (the "Notes") in the pending lawsuit styled *Vincent J. Rotondo, Sr., Louise N. Rotondo and Terri Rotondo v. Pure H2O Bio-Technologies, Inc., a Florida corporation* pending in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida, Case No.: 50-2006CA012451XXXXMB (the "Litigation");

WHEREAS, the Rotondos and Pure H2O wish to amicably resolve their dispute and avoid litigation;

WHEREAS, Terri Rotondo acknowledges that she has previously received two checks from Pure H2O in the total amount of \$3,500.00;

NOW, THEREFORE, in consideration of the mutual promises and other consideration provided in this Agreement, receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Payment:** In full and final settlement of any and all claims in the Lawsuit, the Rotondos shall be paid a total amount of \$150,000 (the "Settlement Amount") as follows:

- (a) \$12,500 to Vincent and Louise Rotondo; and \$12,500 to Terri Rotondo, paid not later than 5 business days from the Effective Date.
- (b) \$37,500 to Vincent and Louise Rotondo payable in 12 equal monthly installments, the first installment of \$3,125.00 due on November 20, 2008,

with the next 11 installments to be paid on the 20th calendar day of each month thereafter (i.e., December 20, 2008, January 20, 2009, etc.).

- (c) \$34,000 to Terri Rotondo payable in 12 equal monthly installments, the first installment of \$2,833.33 due on November 20, 2008, with the next 11 installments to be paid on the 20thth calendar day of each month thereafter (i.e., December 20, 2008, January 20, 2009, etc.).
- (d) A total of an additional \$25,000.00 to Vincent and Louise Rotondo, payable in four equal quarterly installments of \$6,250.00, beginning January 17, 2009, with subsequent payments due on April 17, 2009, July 17, 2009, October 17, 2009. This sum represents payment of Vincent and Louise Rotondo's attorneys' fees in the amount of \$15,000, and payment of interest on their Note in the amount of \$10,000.
- (e) A total of an additional \$25,000.00 to Terri Rotondo, payable in four equal quarterly installments of \$6,250.00 each, beginning January 17, 2009, with subsequent payments due on April 17, 2009, July 17, 2009, October 17, 2009. This sum represents payment of Terri Rotondo's attorneys' fees in the amount of \$15,000, and payment of interest on her Note in the amount of \$10,000.

Payments shall be made by bank check or cashier's check.

The Notes will be assumed by and assigned to Observation Capital, LLC, a Harlingen, Texas company ("Observation Capital"). The Rotondos agree to execute whatever documents are necessary to effect Observation Capital's assumption and assignment of the Notes, including an assumption agreement, bill of sale, and new promissory notes in the forms attached as Exhibits "A", "B" and "C" hereto. Observation Capital shall be directly responsible for the payments under paragraphs 1(a) - (c) above.

Pure H2O will be directly responsible for the payments under paragraph 1(d)-(e) above.

2. **Prepayment:** Either Observation Capital or Pure H2O may prepay any part, or all of the Settlement Amount at any time and in any amount.

3. **Default, Notice and Cure:** Failure by Observation Capital to make a payment under paragraphs 1(a) – (c) when due, or failure by Pure H2O to make a payment under paragraphs 1(d) and (e) when due, shall constitute an “Event of Default”. Observation Capital and/or Pure H2O shall have seven (7) business days after receipt of written notice from the Rotondos (or any one of them, as the case may be) of an Event of Default in which to cure the stated Event of Default. If the stated Event of Default is cured within the allotted 7 business day cure period, the Event of Default will be deemed to have not occurred.

If Observation Capital and/or Pure H2O fails to cure an Event of Default within the cure period, the Rotondos (or any one of them to whom there has been a default) shall be entitled immediately to a judgment against either Observation Capital and/or Pure H2O, or both, in the amount equal to all remaining payments due by the defaulting party under paragraph 1 above. Any motion or petition filed for the entry of a judgment under this paragraph shall be served upon Pure H2O’s counsel, Joseph G. Galardi, Esq., by facsimile and U.S. Mail at the address set forth in paragraph 12 below.

In the event of further litigation to enforce the terms of or arising out of this Agreement or any agreement or note executed in conjunction with this Agreement, the prevailing party shall be entitled to an award of all attorneys’ fees and costs of such litigation.

4. **Dismissal:** Immediately following the Effective Date, the Rotondos and Pure H2O (all of them collectively referred to as the “Parties” and each individually sometimes referred to as a “Party”) will execute and file a joint stipulation for dismissal of the Litigation with prejudice, each party to bear their own attorneys fees, costs and expenses. However, the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida shall retain jurisdiction over the parties to enforce the terms of this Agreement.

5. **Tender of Stock:** Within five (5) business days from the final payment made to the Rotondos under this Agreement, the Rotondos shall unconditionally, and without further consideration or payment, tender to Pure H2O any and all shares of Pure H2O stock held by the Rotondos as of the Effective Date.

6. **Release by the Rotondos of Pure H2O:** Other than the obligations created by this Agreement, each of the Rotondos do hereby remise, release, acquit, satisfy and forever discharge Pure H2O and any of its representatives, of and from any and all, and all manner of, claims, actions, causes of action, suits, debts, sums of money, accounts, reckonings, contracts, controversies, agreements, promises, damages and demands whatsoever, in law or in equity, which the Rotondos have ever had or now has, or which any successor or assign of the Rotondos hereafter can, shall or may have, against Pure H2O for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Agreement, whether known or unknown, direct or indirect, vested or contingent.

7. **Release by the Rotondos of Joseph P. Doxey:** Each of the Rotondos do hereby remise, release, acquit, satisfy and forever discharge Joseph P. Doxey, individually and as representative of Pure H2O, and his representatives, heirs and personal representatives, of and from any and all, and all manner of, claims, actions, causes of action, suits, debts, sums of money, accounts, reckonings, contracts, controversies, agreements, promises, damages and demands whatsoever, in law or in equity, which the Rotondos have ever had or now has, or which any successor or assign of the Rotondos hereafter can, shall or may have, against Joseph P. Doxey for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Agreement, whether known or unknown, direct or indirect, vested or contingent.

8. **Release by Pure H2O of the Rotondos:** Other than the obligations created by the Agreement, Pure H2O does hereby remise, release, acquit, satisfy and forever discharge the Rotondos, their representatives, and their respective heirs and personal representatives, of and from any and all, and all manner of, claims, actions, causes of action, suits, debts, sums of money, accounts, reckonings, contracts, controversies, agreements, promises, damages and demands whatsoever, in law or in equity, which the Pure H2O has ever had or now has, or which any successor or assign of Pure H2O hereafter can, shall or may have, against the Rotondos for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Agreement, whether known or unknown, direct or indirect, vested or contingent.

9. **Non-Disparagement:** Each Party, along with their attorneys in this matter, agrees not to make any disparaging statements about the other Party, its products, business, or services, or otherwise interfere with the other Party's business relationships with customers, prospective customers, or others. This provision is tantamount to an injunction issued by a court of competent jurisdiction and will subject the breaching Party to sanctions, injunctive relief, or any other equitable or legal right which any Party hereto may have hereunder for any failure by a Party to perform his, her, or its obligations hereunder.

10. **No Admission of Liability:** The Parties further stipulate and agree that entry into this Agreement does not constitute, for any purpose whatsoever, either directly or indirectly, an admission of any liability based upon a violation of law, duty, or contract, or any other legal obligation whatsoever, and that each party against whom the claims have been made expressly denies any such liability or obligation. Nevertheless, this Agreement is entered into to resolve and release all pending disputes between and among the Parties and to avoid incurring additional

costs and attorneys' fees, and to avoid the risks and uncertainties and time commitment of proceeding with litigation.

11. **Confidentiality:** No Party (including their officers, directors, shareholders, partners, employees, and/or agents) shall make nor cause others to make any disclosure of the settlement amount other than to a Party's own employees, officers, directors, attorneys, accountants, or agents thereof who are made aware of the requirements of this Paragraph. If any Party hereto is served with any legally-binding request which calls for production of documents and/or testimony regarding the provisions of this Agreement, it shall inform all opposing Parties of such subpoena, court order or request to allow the opposing Parties sufficient time to interpose objections. Provided, however, the Parties may disclose this Agreement, and any of its terms: (a) to enforce the terms of this Agreement; (b) for use by their attorneys, boards of directors and/or trustees, accountants or business advisors; (c) to comply with any governmental or law enforcement agency of any regulatory organization having jurisdiction over some or all of the Parties; or (d) as required pursuant to any lawfully issued subpoena or other legal process. Notwithstanding the foregoing, the Parties may state that they reached a mutually satisfactory settlement agreement.

The Rotondos and their respective officers, agents, attorneys, representatives, successors, assigns, and heirs further agree that all of Pure H2O's financial, banking, confidential, proprietary, or trade secret information shall be confidential. The Rotondos hereby certify that they have delivered to their counsel, Harriet R. Lewis, Esq., all documents (including electronically stored information) containing such information, and that they are not in possession of any such documents and information. Upon the Rotondos' receipt of final payment due in paragraph 1, the Rotondos' counsel shall immediately return any and all such

documents and information to Pure H2O's counsel, Joseph G. Galardi, at the address set forth in paragraph 12 below.

12. **Notice:** All notice to be provided under this Agreement shall be in writing by certified mail, return receipt requested, and provided as follows:

As to the Rotondos:

Harriet R. Lewis, Esq.
LEWIS, STROUD & DEUTSCH, P.L
Suite 251, 1900 Glades Road
Boca Raton, Florida 33413

As to Pure H2O:

Joseph G. Galardi, Esq.
BEASLEY HAUSER KRAMER
LEONARD & GALARDI, P.A.
Flagler Center, Suite 1500
505 South Flagler Drive
West Palm Beach, Florida 33401
Fax: (561) 835-0939

and

Joseph P. Doxey, President & CEO
Pure H2O Bio-Technologies, Inc.



13. **Choice of Law, Venue and Jurisdiction:** This Agreement and Exhibits hereto shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to choice of law principles thereof. The exclusive venue and jurisdiction for any legal proceeding by or against any party to this Settlement Agreement arising from or related to this Settlement Agreement or the breach thereof shall be in the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

14. **Merger/Entire Agreement:** This Agreement, and the Exhibits hereto, represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and there are no promises, agreements, conditions, undertakings, warranties, or

representations, whether written or oral, express or implied, between the Parties other than as set forth herein. This Agreement cannot be amended, supplemented, or modified except by an instrument in writing signed by the parties against whom enforcement of such amendment, supplement or modification is sought.

15. **Authority/No Assignments or Transfers:** Each person signing this Agreement on behalf of a Party represents and warrants that he or she has full power and authority to enter into this Agreement, including the Exhibits hereto, and to fully, completely, and finally settle the Lawsuit, including but not limited to any and all claims and counterclaims which were or could have been asserted in the Lawsuit. Each Party to this Agreement further represents and warrants that it has not assigned or transferred any interest of any of the respective rights or claims which it may have or had against any other party to this Agreement.

16. **Severability:** The failure of any provision of this Agreement shall in no manner affect the right to enforce the same, and the waiver by any party of any breach of any provision of this Agreement shall not be construed to be a waiver by such party of any succeeding breach of such provision or a waiver by such party of any breach of any other provision.

17. **Successors and Assigns:** All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective administrators, executors, legal representatives, heirs, successors and assigns.

18. **Miscellaneous:** All of the Parties have had the terms of this Agreement and its Exhibits reviewed by their independent counsel prior to signing it, or they have had the opportunity to do so. The Parties expressly disavow any rule of construction whereby the terms of this Agreement and Exhibits hereto are to be construed against the drafter. All headings and

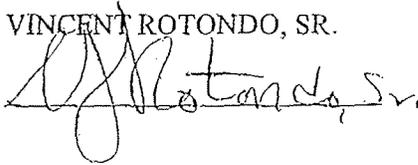
titles in this Agreement are for descriptive purposes only and they shall not have any effect on the interpretation of the terms of this Agreement.

19. **Counterparts:** This Agreement may be executed in counterparts, and upon such execution, shall be complete, and the terms, provisions and obligations set forth shall be in full force and effect.

20. **Effective Date:** This Agreement is effective as of the latest date on which any Party signed this Agreement (the "Effective Date").

Signed on behalf of the Plaintiffs:

VINCENT ROTONDO, SR.



Date: 10/15/08

LOUISE ROTONDO



Date: 10/15/08

TERRI ROTONDO



Date: 10/15/08

Signed on behalf of the Defendant:

PURE H2O BIO-TECHNOLOGIES, INC.

By: _____
Joseph P. Doxey

As its: _____

Date: _____

titles in this Agreement are for descriptive purposes only and they shall not have any effect on the interpretation of the terms of this Agreement.

19. **Counterparts:** This Agreement may be executed in counterparts, and upon such execution, shall be complete, and the terms, provisions and obligations set forth shall be in full force and effect.

20. **Effective Date:** This Agreement is effective as of the latest date on which any Party signed this Agreement (the "Effective Date").

Signed on behalf of the Plaintiffs:

VINCENT ROTONDO, SR.

Date: _____

LOUISE ROTONDO

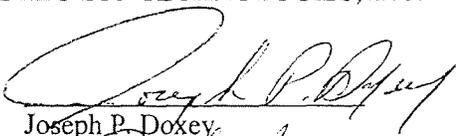
Date: _____

TERRI ROTONDO

Date: _____

Signed on behalf of the Defendant:

PURE H2O BIO-TECHNOLOGIES, INC.

By: 
Joseph P. Doxey

As its: 

Date: 10.16.08

Signed on behalf of:

OBSERVATION CAPITAL, LLC.
15123 Regina Lane,
Harlingen, Texas 78552

By:

William J. Daniels
As its: Managing Director

Date: _____

Signed for the purposes of Paragraph 11:

Harriet R. Lewis

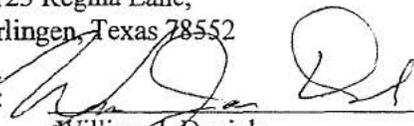
Harriet R. Lewis, Esq.
LEWIS, STROUD & DEUTSCH, P.L.
Suite 251, 1900 Glades Road
Boca Raton, Florida 33413

Date: 10/15/08

EXHIBIT OBC-035

Signed on behalf of:

OBSERVATION CAPITAL, LLC.
15123 Regina Lane,
Harlingen, Texas 78552

By: 
William J. Daniels
As its: Managing Director

Date: Oct 16 08

Signed for the purposes of Paragraph 11:

Harriet R. Lewis, Esq.
LEWIS, STROUD & DEUTSCH, P.L.
Suite 251, 1900 Glades Road
Boca Raton, Florida 33413

Date: _____

EXHIBIT OBC-036

PROMISSORY NOTE

Amount: \$46,500

Dated: October 16, 2008

FOR VALUE RECEIVED, the undersigned, OBSERVATION CAPITAL, LLC a Texas entity having an address at [REDACTED] (the "Payor"), hereby promises to pay to the order of:

TERRI ROTONDO, with an address at [REDACTED] [REDACTED] (the "Payee"), twelve (12) months from the date hereof (such maturity date, or any earlier maturity date by reason of any prepayment or acceleration hereof, the "Maturity Date"), without any offsets or setoffs, US \$46,500.00 (the "Principal Amount").

1. DEFINITIONS.

For purposes hereof, the following terms have the following meanings:

"Assignment Agreement" means the Assumption and Assignment Agreement, dated as of the date hereof, between the Payor and Payee.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in Florida are authorized or required by law to close.

2. PAYMENTS OF PRINCIPAL.

- a) The Payor shall pay no interest on any unpaid Principal Amount, except in the event of default and upon entry of Final Judgment at the prevailing Florida statutory rate.
- b) An initial payment in the amount of \$12,500.00 shall be made not later than 5 Business Days from the date hereof.
- c) The remaining \$34,000.00 of the Principal shall be payable, prior to the Maturity Date, in 12 monthly installments of \$2,833.33, beginning November 20, 2008. The next 11 installments shall be due on the 20th calendar day each month thereafter; and after the Maturity Date on demand (each such payment date, a "Payment Date").

3. PREPAYMENTS.

The Payor may prepay this Note, in whole or in part, in any amount or at any time.

4. PLACE OF PAYMENT.

The principal hereof are payable in immediately available funds at the office of the Payee at the address first set forth above for the Payee or at such other place as the Payee may specify in writing.

5. BUSINESS DAYS.

If the stated Maturity Date of this Note or any Payment Date is not a Business Day, all amounts otherwise due on said date shall be payable on the first Business Day occurring after such date.

6. PRESENTMENT.

Presentment, demand, protest and other notice of any kind are hereby expressly waived by the Payor.

7. EVENTS OF DEFAULT, NOTICE AND CURE.

The Payor shall default in the payment of the principal of this Note as and when the same shall become due and payable. This is an "Event of Default".

Payor shall have seven (7) Business Days after receipt of written notice from the Payee of an Event of Default in which to cure the stated Event of Default. If the stated Event of Default is cured within the allotted 7 day cure period, the Event of Default will be deemed to have not occurred. If any Event of Default is not cured as set forth above, the outstanding Principal Amount shall automatically be and become immediately due and payable, without notice or demand. In that case, Payee is entitled to, and Payor hereby consents to, the entry of a judgment against the Payor in an amount equal to the outstanding Principal Amount.

In the event of further litigation to enforce the terms of or arising out of this Note or any agreement or note executed in conjunction with this Agreement, the prevailing party shall be entitled to an award of all attorneys' fees and costs of litigation.

8. GOVERNING LAW.

This note shall be governed by and construed and enforced in accordance with the laws of the State of Florida applicable to contracts made and to be performed wholly within such State, without reference to any choice or conflict of laws rules.

9. NOTICES.

All notices, demands, requests, consents, approvals or other communications (hereinafter collectively called "Notices") given or required to be given by either party hereto to the other party shall be given in writing at the address first set forth above (or such other addresses as the

Payor or the Payee, as the case may be, shall designate in writing) by certified mail, return receipt requested or by nationally recognized overnight courier. All notices shall be deemed given when received or refused as evidenced by the mailing receipt.

10. SEVERABILITY: The failure of any provision of this Agreement shall in no manner affect the right to enforce the same, and the waiver by any party of any breach of any provision of this Agreement shall not be construed to be a waiver by such party of any succeeding breach of such provision or a waiver by such party of any breach of any other provision.

11. MODIFICATIONS.

This Note may not be modified or discharged orally or otherwise, except by a writing duly executed by the holder hereof.

IN WITNESS WHEREOF, the Payor has executed and delivered this Note as of the date first set forth above.

PAYOR: OBSERVATION CAPITAL, LLC.


By: 
William J. Daniels
As its: Managing Member

EXHIBIT OBC-039

PROMISSORY NOTE

Amount: \$50,000

Dated: October 16, 2008

FOR VALUE RECEIVED, the undersigned, OBSERVATION CAPITAL, LLC a Texas entity having an address at [REDACTED] (the "Payor"), hereby promises to pay to the order of:

VINCENT AND LOUISE ROTONDO, with an address is [REDACTED] (the "Payee"), twelve (12) months from the date hereof (such maturity date, or any earlier maturity date by reason of any prepayment or acceleration hereof, the "Maturity Date"), without any offsets or setoffs, US \$50,000.00 (the "Principal Amount").

1. DEFINITIONS.

For purposes hereof, the following terms have the following meanings:

"Assignment Agreement" means the Assumption and Assignment Agreement, dated as of the date hereof, between the Payor and Payee.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in Florida are authorized or required by law to close.

2. PAYMENTS OF PRINCIPAL.

- a) The Payor shall pay no interest on any unpaid Principal Amount, except in the event of default and upon entry of Final Judgment at the prevailing Florida statutory rate..
- b) An initial payment in the amount of \$12,500.00 shall be made not later than 5 Business Days from the date hereof.
- c) The remaining \$37,500.00 of the Principal shall be payable, prior to the Maturity Date, in 12 monthly installments of \$3,125.00, beginning November 20, 2008. The next 11 installments shall be due on the 20th calendar day each month thereafter; and after the Maturity Date on demand (each such payment date, a "Payment Date").

3. PREPAYMENTS.

The Payor may prepay this Note, in whole or in part, in any amount or at any time.

4. PLACE OF PAYMENT.

The principal hereof are payable in immediately available funds at the office of the Payee at the address first set forth above for the Payee or at such other place as the Payee may specify in writing.

5. BUSINESS DAYS.

If the stated Maturity Date of this Note or any Payment Date is not a Business Day, all amounts otherwise due on said date shall be payable on the first Business Day occurring after such date.

6. PRESENTMENT.

Presentment, demand, protest and other notice of any kind are hereby expressly waived by the Payor.

7. EVENTS OF DEFAULT, NOTICE AND CURE.

The Payor shall default in the payment of the principal of this Note as and when the same shall become due and payable. This is an "Event of Default".

Payor shall have seven (7) Business Days after receipt of written notice from the Payee of an Event of Default in which to cure the stated Event of Default. If the stated Event of Default is cured within the allotted 7 day cure period, the Event of Default will be deemed to have not occurred. If any Event of Default is not cured as set forth above, the outstanding Principal Amount shall automatically be and become immediately due and payable, without notice or demand. In that case, Payee is entitled to, and Payor hereby consents to, the entry of a judgment against the Payor in an amount equal to the outstanding Principal Amount.

In the event of further litigation to enforce the terms of or arising out of this Note or any agreement or note executed in conjunction with this Agreement, the prevailing party shall be entitled to an award of all attorneys' fees and costs of litigation.

8. GOVERNING LAW.

This note shall be governed by and construed and enforced in accordance with the laws of the State of Florida applicable to contracts made and to be performed wholly within such State, without reference to any choice or conflict of laws rules.

9. NOTICES.

EXHIBIT OBC-041

All notices, demands, requests, consents, approvals or other communications (hereinafter collectively called "Notices") given or required to be given by either party hereto to the other party shall be given in writing at the address first set forth above (or such other addresses as the Payor or the Payee, as the case may be, shall designate in writing) by certified mail, return receipt requested or by nationally recognized overnight courier. All notices shall be deemed given when received or refused as evidenced by the mailing receipt.

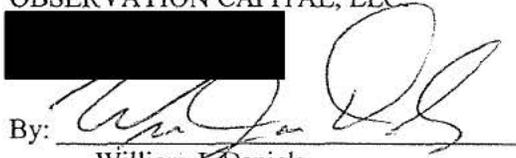
10. SEVERABILITY: The failure of any provision of this Agreement shall in no manner affect the right to enforce the same, and the waiver by any party of any breach of any provision of this Agreement shall not be construed to be a waiver by such party of any succeeding breach of such provision or a waiver by such party of any breach of any other provision.

11. MODIFICATIONS.

This Note may not be modified or discharged orally or otherwise, except by a writing duly executed by the holder hereof.

IN WITNESS WHEREOF, the Payor has executed and delivered this Note as of the date first set forth above.

PAYOR: OBSERVATION CAPITAL, LLC

By: 

William J. Daniels

As its: Managing Member

EXHIBIT OBC-042

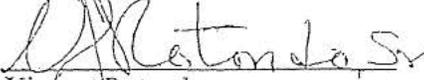
BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS,

That the undersigned, Vincent and Louise Rotondo, (hereinafter referred to collectively as the "Seller") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and transfers and delivers to Observation Capital, LLC, a Texas Corporation, (hereinafter referred to as the "Buyer"), its successors and assigns, all of the right title and interest of the Seller, in and to a Promissory Note dated December 29, 2000, with a face amount of US \$50,000, between Seller, as Payee and Pure H2O Bio-Technologies, Inc., as Maker (the "Asset"), pursuant to the terms of and subject to the conditions in the ASSUMPTION AND ASSIGNMENT AGREEMENT, entered into contemporaneously herewith by and between the Seller and the Buyer (the "Agreement") Free and Clear of all Liens, Claims, Restrictions, and Encumbrances TO HAVE AND TO HOLD, unto the Buyer, its successors and assigns, to and for its and their own use and benefit forever.

IN WITNESS WHEREOF, the Seller and the Buyer have executed this instrument as of October 15, 2008.

SELLER:


Vincent Rotondo


Louise Rotondo

BUYER:

OBSERVATION CAPITAL, LLC

William J. Daniels
As its: Managing Member

EXHIBIT ABC - 043

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS,

That the undersigned, Vincent and Louise Rotondo, (hereinafter referred to collectively as the "Seller") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and transfers and delivers to Observation Capital, LLC, a Texas Corporation, (hereinafter referred to as the "Buyer"), its successors and assigns, all of the right title and interest of the Seller, in and to a Promissory Note dated December 29, 2000, with a face amount of US \$50,000, between Seller, as Payee and Pure H2O Bio-Technologies, Inc., as Maker (the "Asset"), pursuant to the terms of and subject to the conditions in the ASSUMPTION AND ASSIGNMENT AGREEMENT, entered into contemporaneously herewith by and between the Seller and the Buyer (the "Agreement") Free and Clear of all Liens, Claims, Restrictions, and Encumbrances TO HAVE AND TO HOLD, unto the Buyer, its successors and assigns, to and for its and their own use and benefit forever.

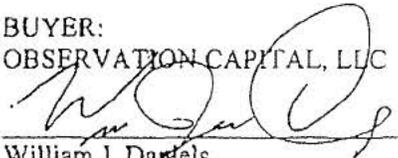
IN WITNESS WHEREOF, the Seller and the Buyer have executed this instrument as of October ____, 2008.

SELLER:

Vincent Rotondo

Louise Rotondo

BUYER:
OBSERVATION CAPITAL, LLC



William J. Daniels
As its: Managing Member

Oct 20,
2008

EXHIBIT OBC - 044

ASSUMPTION AND ASSIGNMENT AGREEMENT

This Assumption and Assignment Agreement (the "Agreement"), dated as of October 2008 between TERRI ROTONDO, an individual with an address as follows: [REDACTED] (the "Assignor") and OBSERVATION CAPITAL, LLC, organized in the State of Texas with an address at [REDACTED] (the "Assignee").

WHEREAS:

(A) Pure H2O Bio-Technologies, Inc., a Florida Corporation (the "Company"), and Assignor entered into a certain Promissory Note, dated December 22, 2000 ("Note"), pursuant to which the Assignor is currently owed an aggregate principal amount of US \$46,500.00; a copy of the Note is attached hereto as Exhibit A.

(B) Assignor desires to transfer to the Assignee her rights, title and interest in and to the Note (the "Assigned Rights"), and Assignee desires to acquire the Assigned Rights.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follow:

1. Representations and Warranties of the Assignee.

In connection with the purchase and sale of the Note, Assignee represents and warrants to the Assignor as follows:

- (a) Assignee has the full right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein. This Agreement has been duly authorized, validly executed and delivered on behalf of Assignee and is a valid and binding agreement in accordance with its terms, subject to general principles of equity and to bankruptcy or other laws affecting the enforcement of creditors' rights generally;
- (b) The execution and delivery of this Agreement and the consummation of the purchase of the Note and the transactions contemplated herein do not and will not conflict with or result in a breach by Assignee of any of the terms or provisions of, or constitute a default under the articles of incorporation or by-laws (or similar constitutive documents) of Assignee or any indenture, mortgage, deed of trust, or other material agreement or instrument to which Assignee is a party or by which it or any of its properties or assets are bound, or any existing applicable law, rule or regulation of the United States or any state thereof or any applicable decree, judgment or order of any court, regulatory body, administrative agency or other governmental body having jurisdiction over Assignee or any of its properties or assets;
- (c) Assignee understands that no government agency has passed on or

made any recommendation or endorsement of the Note; and

- (d) Assignee has had an opportunity to receive and review all material information and financial data and to discuss with the officers of the Company all matters relating to the securities, financial condition, operations and prospects of Company, and any questions raised by Assignee have been answered to Assignee's satisfaction.

2. Assignor's Representations and Warranties

In connection with the purchase and sale of the Note, Assignor represents and warrants to the Assignee as follows:

- (a) Assignor has the full right, power, and authority to enter into this Agreement and to consummate the transactions contemplated herein. This Agreement has been duly authorized, validly executed and delivered on behalf of Assignor and is a valid and binding agreement in accordance with its terms, subject to general principles of equity and to bankruptcy or other laws affecting the enforcement of creditors' rights generally;
- (b) The execution and delivery of this Agreement and the consummation of the sale of the Note and the transaction contemplated herein do not and will not conflict with or result in a breach by Assignor of any of the terms or provisions of, or constitute a default under the certificate of formation or limited liability company agreement (or similar constitutive documents) of Assignor or any indenture, mortgage, deed of trust, or any of their properties or assets are bound, or any existing applicable law, rule or regulation of the United States or any state thereof or any applicable decree, judgment or order of any court, regulatory body, administrative agency or other governmental body having jurisdiction over Assignor or any of their properties or assets; and
- (c) Assignor have and will transfer good and marketable title to the Note, free and clear of any security interest, lien, encumbrance or restriction on transfer.

3. Effective Date: Deliveries

This agreement shall become effective as of the date on which all of the following conditions have been fulfilled (the "Effective Date"):

- (a) Each Assignor, Assignee, and the Company shall have executed and delivered counterparts of this Agreement to one another;
- (b) Assignor shall have delivered to Assignee an original of the Note.

4. Purchase Price

In consideration for the Assignor assigning their rights to the Note Payable to be acquired, the Assignee shall pay to Assignor an aggregate amount equal to US \$46,500.00 without interest (the "Purchase Price"). The Assignor shall receive a promissory note acquired, dated as of the date hereof, made by the Assignee in favor of the Assignor (the "Assignee Note"), for the aggregate amount of the Purchase Price. The Purchase Price shall be payable under the terms and in amounts set forth in the Assignee Note, which is expressly incorporated herein by reference.

5. Consent to Assignment

The Company consents to this Assignment and agrees to be bound by its terms and conditions to the extent applicable to it.

6. Miscellaneous

- (a) **Entire Agreement.** This Agreement together with the Assignee Note constitute the entire agreement between the Assignor and Assignee, and neither party shall be liable or bound to the other in any manner by any representations, warranties or covenants except as specifically set forth herein or therein. Any previous agreement between the parties related to the transactions described herein is superseded hereby, except for the Settlement Agreement, Assignee Note and Bill of Sale. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.
- (b) **Survival.** All representations and warranties contained in this Agreement by Assignee and Assignor shall survive the closing of the transactions contemplated by this agreement.
- (c) **Governing Law.** This agreement shall be construed in accordance with the laws of the state of Florida applicable to contracts made and wholly to be performed within the State of Florida and shall be binding upon the successors and assigns of each party hereto. Assignee and Assignor hereby mutually waive trial by jury and consent to exclusive jurisdiction and venue in the courts of the State of Florida.
- (d) **Assignor Indemnification.** Assignor agrees to indemnify and hold Assignee harmless from any and all claims, damages and liabilities arising from Assignor's breach of their representations and warranties set forth herein.

EXHIBIT - OBC - 047

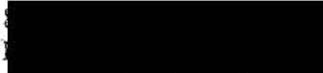
- (e) **Assignee Indemnification.** Assignee agrees to indemnify and hold Assignor harmless from any and all claims, damages, and liabilities arising from Assignees breach of its representations and warranties set forth in this Agreement.
- (f) **Counterparts.** This agreement may be executed in one or more counterparts and facsimile, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7. SEVERABILITY: The failure of any provision of this Agreement shall in no manner affect the right to enforce the same, and the waiver by any party of any breach of any provision of this Agreement shall not be construed to be a waiver by such party of any succeeding breach of such provision or a waiver by such party of any breach of any other provision.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

Assignor:

TERRI ROTONDO

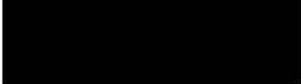


Terri Rotondo
Terri Rotondo

Date: 10/15/08

Assignee:

OBSERVATION CAPITAL, LLC.



By: _____
William J. Daniels
As its: Managing Director

Date: _____

Consented To Pursuant To Section 5 Hereof:

- (e) **Assignee Indemnification.** Assignee agrees to indemnify and hold Assignor harmless from any and all claims, damages, and liabilities arising from Assignees breach of its representations and warranties set forth in this Agreement.
- (f) **Counterparts.** This agreement may be executed in one or more counterparts and facsimile, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7. SEVERABILITY: The failure of any provision of this Agreement shall in no manner affect the right to enforce the same, and the waiver by any party of any breach of any provision of this Agreement shall not be construed to be a waiver by such party of any succeeding breach of such provision or a waiver by such party of any breach of any other provision.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

Assignor:

TERRI ROTONDO



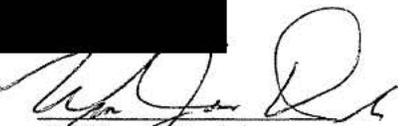
Terri Rotondo

Date: _____

Assignee:

OBSERVATION CAPITAL, LLC.

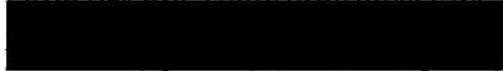


By: 
William J. Daniels
As its Managing Director

Date: Oct 16, 2008

Consented To Pursuant To Section 5 Hereof:

PURE H2O BIO-TECHNOLOGIES, INC.



By:

A handwritten signature in cursive script, appearing to read "Joseph P. Doxey, President".

Joseph P. Doxey
As its: President & CEO

Date:

10-16-08

ASSUMPTION AND ASSIGNMENT AGREEMENT

This Assumption and Assignment Agreement (the "Agreement"), dated as of October __, 2008 between Vincent J. Rotondo and Louise N. Rotondo, individuals with an address as follows: [REDACTED] (collectively "Assignor"), and OBSERVATION CAPITAL, LLC, organized in the State of Texas with an address at [REDACTED] (the "Assignee").

WHEREAS:

(A) Pure H2O Bio-Technologies, Inc., a Florida Corporation (the "Company"), and Assignor entered into a certain Promissory Note, dated December 29, 2000 ("Note"), pursuant to which the Assignor is owed an aggregate principal amount of US \$50,000.00; a copy of the Note is attached hereto as Exhibit A.

(B) Assignor desires to transfer to the Assignee their rights, title and interest in and to the Note (the "Assigned Rights"), and Assignee desires to acquire the Assigned Rights.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follow:

1. Representations and Warranties of the Assignee.

In connection with the purchase and sale of the Note, Assignee represents and warrants to the Assignor as follows:

- (a) Assignee has the full right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein. This Agreement has been duly authorized, validly executed and delivered on behalf of Assignee and is a valid and binding agreement in accordance with its terms, subject to general principles of equity and to bankruptcy or other laws affecting the enforcement of creditors' rights generally;
- (b) The execution and delivery of this Agreement and the consummation of the purchase of the Note and the transactions contemplated herein do not and will not conflict with or result in a breach by Assignee of any of the terms or provisions of, or constitute a default under the articles of incorporation or by-laws (or similar constitutive documents) of Assignee or any indenture, mortgage, deed of trust, or other material agreement or instrument to which Assignee is a party or by which it or any of its properties or assets are bound, or any existing applicable law, rule or regulation of the United States or any state thereof or any applicable decree, judgment or order of any court, regulatory body, administrative agency or other governmental body having jurisdiction over Assignee or any of its properties or assets;
- (c) Assignee understands that no government agency has passed on or

made any recommendation or endorsement of the Note; and

- (d) Assignee has had an opportunity to receive and review all material information and financial data and to discuss with the officers of the Company all matters relating to the securities, financial condition, operations and prospects of Company, and any questions raised by Assignee have been answered to Assignee's satisfaction; and

2. Assignor's Representations and Warranties.

In connection with the purchase and sale of the Note, Assignor represents and warrants to the Assignee as follows:

- (a) Assignor has the full right, power, and authority to enter into this Agreement and to consummate the transactions contemplated herein. This Agreement has been duly authorized, validly executed and delivered on behalf of Assignor and is a valid and binding agreement in accordance with its terms, subject to general principles of equity and to bankruptcy or other laws affecting the enforcement of creditors' rights generally;
- (b) The execution and delivery of this Agreement and the consummation of the sale of the Note and the transaction contemplated herein do not and will not conflict with or result in a breach by Assignor of any of the terms or provisions of, or constitute a default under the certificate of formation or limited liability company agreement (or similar constitutive documents) of Assignor or any indenture, mortgage, deed of trust, or any of their properties or assets are bound, or any existing applicable law, rule or regulation of the United States or any state thereof or any applicable decree, judgment or order of any court, regulatory body, administrative agency or other governmental body having jurisdiction over Assignor or any of their properties or assets; and
- (c) Assignor have and will transfer good and marketable title to the Note, free and clear of any security interest, lien, encumbrance or restriction on transfer.

3. Effective Date: Deliveries

This agreement shall become effective as of the date on which all of the following conditions have been fulfilled (the "Effective Date"):

- (a) Each Assignor, Assignee, and the Company shall have executed and delivered counterparts of this Agreement to one another;
- (b) Assignor shall have delivered to Assignee an original of the Note.

4. Purchase Price

In consideration for the Assignor assigning their rights to the Note Payable to be acquired, the Assignee shall pay to Assignor an aggregate amount equal to US \$50,000.00 without interest (the "Purchase Price"). The Assignor shall receive a promissory note acquired, dated as of the date hereof, made by the Assignee in favor of the Assignor (the "Assignee Note"), for the aggregate amount of the Purchase Price. The Purchase Price shall be payable under the terms and in amounts set forth in the Assignee Note, which is expressly incorporated herein by reference.

5. Consent to Assignment

The Company consents to this Assignment and agrees to be bound by its terms and conditions to the extent applicable to it.

6. Miscellaneous

- (a) **Entire Agreement.** This Agreement together with the Assignee Note constitute the entire agreement between the Assignor and Assignee, and neither party shall be liable or bound to the other in any manner by any representations, warranties or covenants except as specifically set forth herein or therein. Any previous agreement between the parties related to the transactions described herein is superseded hereby, except for the Settlement Agreement, Assignee Note and Bill of Sale. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.
- (b) **Survival.** All representations and warranties contained in this Agreement by Assignee and Assignor shall survive the closing of the transactions contemplated by this agreement.
- (c) **Governing Law.** This agreement shall be construed in accordance with the laws of the state of Florida applicable to contracts made and wholly to be performed within the State of Florida and shall be binding upon the successors and assigns of each party hereto. Assignee and Assignor hereby mutually waive trial by jury and consent to exclusive jurisdiction and venue in the courts of the State of Florida.
- (d) **Assignor Indemnification.** Assignor agrees to indemnify and hold Assignee harmless from any and all claims, damages and liabilities arising from Assignor's breach of their representations and warranties set forth herein.

EXHIBIT

OBC - 053

(e) **Assignee Indemnification.** Assignee agrees to indemnify and hold Assignor harmless from any and all claims, damages, and liabilities arising from Assignee's breach of its representations and warranties set forth in this Agreement.

(f) **Counterparts.** This agreement may be executed in one or more counterparts and by facsimile, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7. SEVERABILITY: The failure of any provision of this Agreement shall in no manner affect the right to enforce the same, and the waiver by any party of any breach of any provision of this Agreement shall not be construed to be a waiver by such party of any succeeding breach of such provision or a waiver by such party of any breach of any other provision.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

Assignor:

VINCENT J. ROTONDO



V. J. Rotondo, Sr.
Vincent J. Rotondo

Date: 10/15/08

LOUISE N. ROTONDO



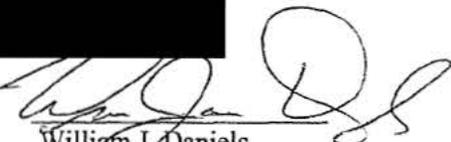
L. N. Rotondo
Louise N. Rotondo

Date: 10/15/08

Assignee:

OBSERVATION CAPITAL, LLC.



By: 
William J. Daniels
As its: Managing Director

Date: Oct 16 2008

Consented To Pursuant To Section 5 Hereof:

PURE H2O BIO-TECHNOLOGIES, INC.



By: _____
Joseph P. Doxey
As its: President & CEO

Date: _____

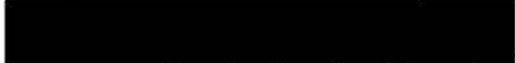
OBSERVATION CAPITAL, LLC.



By: _____
William J. Daniels
As its: Managing Director

Date: _____
Consented To Pursuant To Section 5 Hereof:

PURE H2O BIO-TECHNOLOGIES, INC.



By: Joseph P. Doxey, President
Joseph P. Doxey
As its: President & CEO

Date: 10.16.08

PURE H2O BIO-TECHNOLOGIES, INC.

By: Joseph P. Doxy
Joseph P. Doxy, President
As its: President

Date: 9/17/2009

As to Sections 4, 5, 6 and 8

Joseph P. Doxy
Joseph P. Doxy

State of Florida
County of Palm Beach

The foregoing instrument was executed and acknowledged before me this 17 day of September 2009 by Joseph P. Doxy on behalf of himself and Pure H2O Bio-Technologies, Inc. He is personally known to me or has produced as identification.

Elsa M. Palomares
Notary Public



My Commission Expires: _____

As to Sections 4, 5, 6 and 8

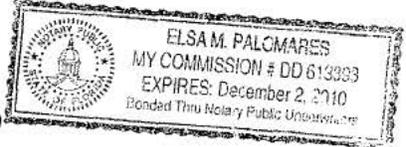
Elena Doxy
Elena Doxy

Date: Sept. 17, 2009

State of Florida
County of Palm Beach

The foregoing instrument was executed and acknowledged before me this 17 day of September 2009 by Elena Doxy on behalf of herself. She is personally known to me or has produced as identification:

Elsa M. Palomares
Notary Public



My Commission Expires: _____

PURE H2O BIO-TECHNOLOGIES, INC.

By: Joseph P. Doxy
Joseph P. Doxy, President

Date: 9/17/2009

As to Sections 4, 5, 6 and 8

Joseph P. Doxy
Joseph P. Doxy

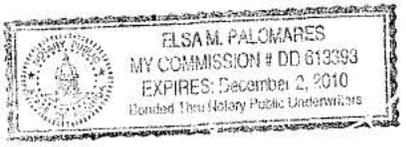
Date: 9/17/2009

State of Florida
County of Palm Beach

The foregoing instrument was executed and acknowledged before me this 17 day of September 2009 by Joseph P. Doxy on behalf of himself and Pure H2O Bio-Technologies, Inc. He is personally known to me or has produced _____ as identification.

Elsa M. Palomares
Notary Public

My Commission Expires: _____



As to Sections 4, 5, 6 and 8

Elena Doxy
Elena Doxy

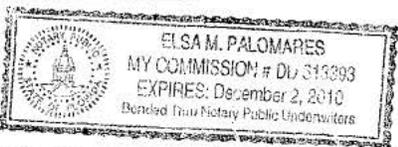
Date: Sept 17, 2009

State of Florida
County of Palm Beach

The foregoing instrument was executed and acknowledged before me this 17 day of September 2009 by Elena Doxy on behalf of herself. She is personally known to me or has produced _____ as identification:

Elsa M. Palomares
Notary Public

My Commission Expires: _____



WACHOVIA
Wire Transfer of Funds Request

For Use by CMG Field Personnel Only (Not for Financial Center use)

EXHIBIT OBC-018

Callback Required (Yes or No) **NO**

Preparer's Signature
 430418
 Initiator's Signature
 Customer Accepting Call Back/Phone Number
 Verifier's Signature

Account Status
 Sufficient (Audio Checked)
 Not Sufficient (NSF)
SUFFICIENT

Authorized Signature
NSF Only
 NSF Source of Funds
 Credit Approver Name (Please Print)
 Credit Approver Signature
 Date
 Time of Call

Wire Transfer of Funds
WACHOVIA BANK, N.A.

Current Date
09/17/09
 Control Number

Domestic or International
DOMESTIC
 Non-Repetitive or Repetitive
NON-REPETITIVE
 Line Number
 Amt Verify Cd
N
 Verify I.D.
 Type (Fed. Book, Other)
BOOK

Caller
BRUCE W KEIHNER
 Financial Center or Department
 Request Type (Phone or Walk In)
WALK-IN

Description 2 (Of)
 Execution Date
09/17/09
 Domestic Transfer Amount
\$ 55,445.00
 Type Currency
 Value Date
 Foreign Amount
 Exchange Rate

Contract Number / Provided By
 U.S. Dollar Amount
\$
 Foreign Currency Transfer Amount

Originator
 Name
BRUCE W. KEIHNER P.A.
 Address
 City/State/Zip/Country
 ID **BRUCE W KEIHNER** ID Source **FL** ID Type **DL** Expiration Date **291209**
 Check One Internal Customer Initiated
 Org
3
 Account Number

Receiving Bank
 Name
WBNA
 Address
 City/State/Zip/Country
 R/T Number
 Advice **NONE**
 (No Phone Advice Required, Credit and Phone Advice, Notify and Pay, Pay Upon Proper I.D.)

Beneficiary Payment Information
 Name
GREGG D KONE PA ATTORNEY TRUST ACCT
 Address
 City/State/Zip/Country
 Other Payment Information
 CHARGE

Fee Method
 (Waive/Charge)

Customer Contract
 All of the above information is complete and correct and provided to Wachovia Bank, N.A. or to Wachovia Bank of Delaware, N.A. (each, the "Bank") for it to implement a wire transfer of funds from my account. The Bank's acceptance and execution of my wire transfer transaction is subject to the Terms and Conditions contained in this Wire Transfer of Funds Request. My signature below evidences that I have received a complete copy of this Request, and that I have received the Deposit Agreement.

X _____ X _____
 Customer Signature Date

**SETTLEMENT AGREEMENT
AND MUTUAL GENERAL RELEASES**

Vincent Rotondo, Jr. as the named Executor of the Estate of Terri Rotondo, his wife, in her Georgia Will dated May 13, 1997, as Trustee of the Family Trust of Terri Harrison Rotondo (the "Trust"), dated May 13, 1997 and individually, on the one side (collectively, "Plaintiff" or "Rotondo"), and Pure H2O Bio-Technologies, Inc. ("Defendant" or "Pure H2O"), on the other side, (collectively, the "Parties" or singly the "Party") in consideration of the mutual covenants set forth below, stipulate to the settlement of certain matters between them, as follows:

WHEREAS, Terri Rotondo, the original judgment holder, is recently deceased and Vincent Rotondo, Jr. is the named Executor of her estate (the "Estate") in her Georgia Will, dated May 13, 1997 and currently sole successor trustee ("Trustee") of the Trust and accordingly is acting on behalf of himself, the Estate and the Trust;

WHEREAS, as such, Rotondo is the holder of a judgment, J09001251551, in the amount of \$38,583. in connection with the lawsuit styled, Vincent J. Rotondo, Sr., Louise N. Rotondo and Terri Rotondo v. Pure H2O Bio-Technologies, Inc. in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida, Case No. 50-2006 CA 012451 XXXX MBAN (the "Judgment"),

WHEREAS, Rotondo and Pure H2O wish to amicably settle the Judgment and all matters between them;

NOW, THEREFORE, in consideration of the mutual promises and other consideration provided in this Agreement, receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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1. **Payment:** In full and final settlement of the Judgment and any and all claims, Rotondo shall be paid a total amount of \$27,008, (the "Settlement Amount") on or before September 18, 2009 to the trust account of their attorney, Gregg D. Kone, P.A., subject to Section 2. Payments shall be made from Bruce W. Keihner, Attorneys Trust Account, Pure H20's attorney, to Gregg D. Kone, P.A., attorney for Rotondo.

2. **Satisfaction of Judgment:** Prior to the transfer of any funds, counsel for the Rotondo shall execute and deliver on behalf of his firm Gregg D. Kone, P.A. this Settlement Agreement and Mutual Releases relating to Sections 1, 2, 7 and 8. Upon transfer of the Settlement Amount to him, Gregg D. Kone, P.A. shall hold the Settlement Amount in escrow in his trust account and prior to any disbursement of the Settlement Amount to Rotondo: (1) counsel to Rotondo shall deliver the original fully executed Settlement Agreement and Mutual General Releases by Rotondo to counsel for Pure H20; and (2) Rotondo or his counsel shall execute and promptly cause to be filed in Palm Beach County, Florida, with a copy to Pure H20's counsel, a full and complete Satisfaction of Judgment with respect to the Judgment with prejudice, each party to bear their own attorneys fees, costs and expenses.

3. **Release by Rotondo of Pure H2O:** Other than the obligations created by this Agreement, Rotondo, on behalf of himself, the Estate and Trust, does hereby remise, release, acquit, satisfy and forever discharge Pure H2O and any and all of its officers, directors, attorneys, representatives, successors, and assigns, Observation Capital, LLC and Aqua Tech Treatment Systems. Inc., and from any and all, and all manner of, claims, actions, causes of action, suits,

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D.K.

debts, sums of money, accounts, reckonings, contracts, notes, judgments, controversies, agreements, promises, damages and demands whatsoever, in law or in equity, which Rotondo, the Estate or Trust has ever had or now has, or which any successor or assign of Rotondo, the Estate or Trust hereafter can, shall or may have, against Pure H2O and the persons described above for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Agreement, whether known or unknown, direct or indirect, vested or contingent.

4. **Release by Rotondo of Joseph P. Doxey and Elena Doxey:** Rotondo, on behalf of himself, the Estate and the Trust does hereby remise, release, acquit, satisfy and forever discharge Joseph P. Doxey and Elena Doxey, individually, jointly and severally, and as representative of Pure H2O, and each of their respective representatives, heirs and personal representatives, of and from any and all, and all manner of, claims, actions, causes of action, suits, debts, notes, judgments, sums of money, accounts, reckonings, contracts, controversies, agreements, promises, damages and demands whatsoever, in law or in equity, which Rotondo, the Estate or Trust has ever had or now has, or which any successor or assign of Rotondo, the Estate or Trust hereafter can, shall or may have, against Joseph P. Doxey and Elena Doxey for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Agreement, whether known or unknown, direct or indirect, vested or contingent.

5. **Release of Rotondo:** Other than the obligations created by the Agreement, Pure H2O, Joseph P. Doxey and Elena Doxey, jointly and severally, do

hereby remise, release, acquit, satisfy and forever discharge Rotondo, his representatives, and his heirs and personal representatives, the Estate and Trust of and from any and all, and all manner of, claims, actions, causes of action, suits, debts, sums of money, accounts, reckonings, contracts, controversies, agreements, promises, damages and demands whatsoever, in law or in equity, which Pure H2O, Joseph P. Doxey and Elena Doxey, jointly and severally, has ever had or now has, or which any successor or assign hereafter can, shall or may have, against Rotondo, the Estate or Trust for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Agreement, whether known or unknown, direct or indirect, vested or contingent.

6. **Non-Disparagement:** Each of the undersigned, along with their attorneys in this matter, agrees not to make any disparaging statements about the other Party, its products, business, or services, or otherwise interfere with the other Party's business relationships with customers, prospective customers, or others. This provision is tantamount to an injunction issued by a court of competent jurisdiction and will subject the breaching Party to sanctions, injunctive relief, or any other equitable or legal right which any Party hereto may have hereunder for any failure by a Party to perform his, her, or its obligations hereunder.

7. **Settlement:** This Agreement is entered into to settle the Judgment and to resolve all matters and disputes between and among the Parties and to avoid incurring additional costs and attorneys' fees, but its effectiveness is specifically conditioned upon the simultaneous closing of a similar settlement with respect to the Judgment held by

Vincent Rotondo, Sr. and Louise Rotondo.

8. **Confidentiality:** No Party (including their officers, directors, shareholders, partners, employees, and/or agents) shall make nor cause others to make any disclosure of the settlement amount other than to a Party's own employees, officers, directors, attorneys, accountants, or agents thereof who are made aware of the requirements of this Paragraph. If any Party hereto is served with any legally-binding request which calls for production of documents and/or testimony regarding the provisions of this Agreement, it shall inform all opposing Parties of such subpoena, court order or request to allow the opposing Parties sufficient time to interpose objections. Provided, however, the Parties may disclose this Agreement, and any of its terms: (a) to enforce the terms of this Agreement; (b) for use by their attorneys, boards of directors and/or trustees, accountants or business advisors; (c) to comply with any governmental or law enforcement agency of any regulatory organization having jurisdiction over some or all of the Parties; or (d) as required pursuant to any lawfully issued subpoena or other legal process. Notwithstanding the foregoing, the Parties may state that they reached a mutually satisfactory settlement agreement.

Rotondo and his respective agents, attorneys, representatives, successors, assigns, and heirs further agree that all of Pure H2O's financial, banking, confidential, proprietary, or trade secret information shall be confidential. Rotondo hereby agrees to use his best efforts to deliver to his counsel, Gregg D. Kone, P.A., all documents (including electronically stored information) containing such information in his possession, custody or control, and further agrees that he is not in possession of any such

NDK

documents and information. Upon Rotondo's receipt of final payment due in paragraph 1, the Rotondo's counsel shall use his best efforts to immediately return any and all such documents and information, excluding all documents and information filed with the Court or are in the public records, to Pure H2O or its counsel, Bruce W. Keihner, P.A. at the address set forth in paragraph 9 below.

9. **Representations of Rotondo:** Vincent Rotondo, Jr. on behalf of himself, the Estate and the Trust, jointly and severally, hereby represents and warrants to the other parties that: (1) He is named as the sole Executor of the Estate of Terri Rotondo, his wife, and sole successor Trustee of the Trust and as such has all requisite power and authority to execute and deliver this Settlement Agreement and Mutual General Releases which, upon delivery to Pure H2O, will be valid and binding on him, the Estate and Trust; (2) The original promissory notes on which the judgment is based executed by Pure H2O are lost and are no longer in his possession, custody or control, have not been assigned, sold or otherwise transferred to any other person, and no other legal action will be brought based upon such promissory notes; (3) In the event of a breach, or violation of Section 9 (1) or 9 (2), Rotondo agrees to defend, indemnify and hold harmless the other Parties against any loss, damage, judgment, claims, liabilities, costs or expenses (including reasonable attorneys fees).

10. **Notice:** All notice to be provided under this Agreement shall be in writing by certified mail, return receipt requested, or fax and provided as follows:

APP
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As to Rotondo:

Gregg D. Kone, P.A.
P.O. BOX 810272
Boca Raton, Florida 33481
Fax: 561- 393-8829

As to Pure H2O:

Bruce W. Keihner, P.A.
1116 LOVE ST.
JUPITER, Florida 33477
Fax: (561) 333-5953

and

Joseph P. Doxey, President & CEO



11. Choice of Law, Venue and Jurisdiction: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to choice of law principles thereof. The exclusive venue and jurisdiction for any legal proceeding by or against any party to this Settlement Agreement arising from or related to this Settlement Agreement or the breach thereof shall be in the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

12. Merger/Entire Agreement: This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and there are no promises, agreements, conditions, undertakings, warranties, or representations, whether written or oral, express or implied, between the Parties other than as set forth herein. This Agreement cannot be amended, supplemented, or modified except by an instrument in writing signed by the parties against whom enforcement of such amendment, supplement or modification is sought.

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13. **Authority/No Assignments or Transfers:** Each person signing this Agreement on behalf of a Party represents and warrants that he or she has full power and authority to enter into this Agreement, and to fully, completely, and finally settle the Judgment, including but not limited to any and all claims and counterclaims which were or could have been asserted. Each Party to this Agreement further represents and warrants that it has not assigned or transferred any interest of any of the respective rights or claims which it may have or had against any other party to this Agreement.

14. **Severability:** The failure of any provision of this Agreement shall in no manner affect the right to enforce the same, and the waiver by any party of any breach of any provision of this Agreement shall not be construed to be a waiver by such party of any succeeding breach of such provision or a waiver by such party of any breach of any other provision.

15. **Successors and Assigns:** All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective administrators, executors, legal representatives, heirs, successors and assigns.

16. **Miscellaneous:** All of the Parties have had the terms of this Agreement reviewed by their independent counsel prior to signing it. The Parties expressly disavow any rule of construction whereby the terms of this Agreement hereto are to be construed against the drafter. All headings and titles in this Agreement are for descriptive purposes only and they shall not have any effect on the interpretation of the terms of this Agreement.

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ADK

EXHIBIT OBC-067

17. **Counterparts:** This Agreement may be executed in counterparts, and upon such execution, shall be complete, and the terms, provisions and obligations set forth shall be in full force and effect.

18. **Effective Date:** This Agreement is effective as of the latest date on which any Party signed this Agreement (the "Effective Date").

In witness whereof, the undersigned intending to be legally bound have executed the foregoing instrument.

As to Sections 1, 2, 7 and 8

[Signature]
Gregg D. Konc, P.A.

Date: 9/16/09

In witness whereof, the undersigned intending to be legally bound have executed the foregoing instrument.

[Signature]

Date: 9/17/09

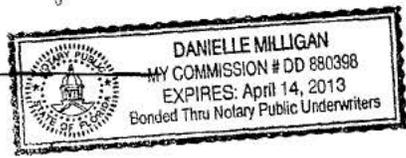
VINCENT ROTONDO, JR., as Executor of the Estate of Terri Rotondo, individually and as sole Successor Trustee of the Family Trust of Terri Harrison Rotondo, dated May 13, 1997.

State of Florida
County of Palm Beach

The foregoing instrument was executed and acknowledged before me this 17th day of September, 2009 by Vincent Rotondo, Jr. on behalf of himself, the Estate and Trust. He is personally known to me or has produced direct access as identification.

[Signature]
Notary Public

My Commission Expires: _____



PURE H2O BIO-TECHNOLOGIES, INC.

By: Joseph P. Doxey
Joseph P. Doxey, President

Date: 9/17/2009

As to Sections 4, 5, 6 and 8

Joseph P. Doxey
Joseph P. Doxey

Date: 9/17/2009

State of Florida
County of Palm Beach

The foregoing instrument was executed and acknowledged before me this 17 day of September 2009 by Joseph P. Doxey on behalf of himself and Pure H2O Bio-Technologies, Inc. He is personally known to me or has produced _____ as identification.

Elsa Palomares

Notary Public

My Commission Expires: _____



As to Sections 4, 5, 6 and 8

Elena Doxey
Elena Doxey

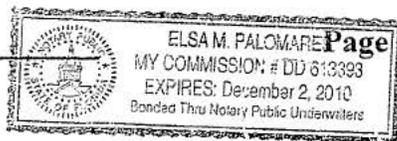
Date: Sept. 17, 2009

State of Florida
County of Palm Beach

The foregoing instrument was executed and acknowledged before me this 17 day of September 2009 by Elena Doxey on behalf of herself. She is personally known to me or has produced _____ as identification:

Elsa Palomares

Notary Public My Commission Expires: _____



**SETTLEMENT AGREEMENT
AND MUTUAL GENERAL RELEASES**

Vincent Rotondo and Louise Rotondo, his wife, on the one side (collectively, "Plaintiffs" or the "Rotondos"), and Pure H2O Bio-Technologies, Inc. ("Defendant" or "Pure H2O"), on the other side, (collectively, the "Parties" or singly the "Party") in consideration of the mutual covenants set forth below, stipulate to the settlement of certain matters between them, as follows:

WHEREAS, the Rotondos have obtained a judgment, J09001250710, in the amount of \$40,625. in connection with the lawsuit styled, Vincent J. Rotondo, Sr., Louise N. Rotondo and Terri Rotondo v. Pure H2O Bio-Technologies, Inc. in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida, Case No. 50-2006 CA 012451 XXXX MB(the "Judgment"),

WHEREAS, the Rotondos and Pure H2O wish to amicably settle the Judgment and all matters between them;

NOW, THEREFORE, in consideration of the mutual promises and other consideration provided in this Agreement, receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Payment:** In full and final settlement of the Judgment and any and all claims, the Rotondos shall be paid a total amount of \$28,437, (the "Settlement Amount") on or before September 18, 2009 to the trust account of their attorney, Gregg D. Kone, P.A., subject to Section 2. Payments shall be made from Bruce W. Keihner, Attorneys Trust Account, Pure H2O's attorney, to Gregg D. Kone, P.A., attorney for the Rotondos.

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2. **Satisfaction of Judgment:** Prior to the transfer of any funds, counsel for the Rotondos shall execute and deliver on behalf of his firm Gregg D. Kone, P.A. this Settlement Agreement and Mutual Releases relating to Sections 1, 2 and 8. Upon transfer of the Settlement Amount to him, Gregg D. Kone, P.A. shall hold the Settlement Amount in escrow in his trust account and prior to any disbursement of the Settlement Amount to the Rotondos: (1) counsel to the Rotondos shall deliver the original fully executed Settlement Agreement and Mutual General Releases by the Rotondos to counsel for Pure H2O; and (2) the Rotondos or their counsel shall execute and promptly cause to be filed in Palm Beach County, Florida a full and complete Satisfaction of Judgment with respect to the Judgment with prejudice, each party to bear their own attorneys fees, costs and expenses and the Rotondos shall return the original promissory notes to Pure H2O.

3. **Release by the Rotondos of Pure H2O:** Other than the obligations created by this Agreement, each of the Rotondos, jointly and severally, do hereby remise, release, acquit, satisfy and forever discharge Pure H2O and any of its officers, directors, attorneys, representatives, successors, and assigns, Observation Capital, LLC, Aqua Tech Treatment Systems, Inc., and from any and all, and all manner of, claims, actions, causes of action, suits, debts, sums of money, accounts, reckonings, contracts, notes, judgments, controversies, agreements, promises, damages and demands whatsoever, in law or in equity, which the Rotondos have ever had or now has, or which any successor or assign of the Rotondos hereafter can, shall or may have, against Pure H2O and the persons described above for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Agreement, whether known or unknown, direct or indirect, vested or contingent.

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4. **Release by the Rotondos of Joseph P. Doxey and Elena Doxey:** Each of the Rotondos do hereby remise, release, acquit, satisfy and forever discharge Joseph P. Doxey and Elena Doxey, individually, jointly and severally, and as representative of Pure H2O, and each of their respective representatives, heirs and personal representatives, of and from any and all, and all manner of, claims, actions, causes of action, suits, debts, notes, judgments, sums of money, accounts, reckonings, contracts, controversies, agreements, promises, damages and demands whatsoever, in law or in equity, which the Rotondos have ever had or now has, or which any successor or assign of the Rotondos hereafter can, shall or may have, against Joseph P. Doxey and Elena Doxey for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Agreement, whether known or unknown, direct or indirect, vested or contingent.

5. **Release of the Rotondos:** Other than the obligations created by the Agreement, Pure H2O, Joseph P. Doxey and Elena Doxey, jointly and severally, do hereby remise, release, acquit, satisfy and forever discharge the Rotondos, their representatives, and their respective heirs and personal representatives, of and from any and all, and all manner of, claims, actions, causes of action, suits, debts, sums of money, accounts, reckonings, contracts, controversies, agreements, promises, damages and demands whatsoever, in law or in equity, which the Pure H2O, Joseph P. Doxey and Elena Doxey, jointly and severally, has ever had or now has, or which any successor or assign hereafter can, shall or may have, against the Rotondos for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Agreement, whether known or unknown, direct or indirect, vested or contingent.

6. **Non-Disparagement:** Each of the undersigned, along with their attorneys in this matter, agrees not to make any disparaging statements about the other Party, its products,

business, or services, or otherwise interfere with the other Party's business relationships with customers, prospective customers, or others. This provision is tantamount to an injunction issued by a court of competent jurisdiction and will subject the breaching Party to sanctions, injunctive relief, or any other equitable or legal right which any Party hereto may have hereunder for any failure by a Party to perform his, her, or its obligations hereunder.

7. **Settlement:** This Agreement is entered into to settle the Judgment and to resolve all matters and disputes between and among the Parties and to avoid incurring additional costs and attorneys' fees, but its effectiveness is specifically conditioned upon the simultaneous closing of a similar settlement with respect to the Judgment held by Terri Rotondo.

8. **Confidentiality:** No Party (including their officers, directors, shareholders, partners, employees, and/or agents) shall make nor cause others to make any disclosure of the settlement amount other than to a Party's own employees, officers, directors, attorneys, accountants, or agents thereof who are made aware of the requirements of this Paragraph. If any Party hereto is served with any legally-binding request which calls for production of documents and/or testimony regarding the provisions of this Agreement, it shall inform all opposing Parties of such subpoena, court order or request to allow the opposing Parties sufficient time to interpose objections. Provided, however, the Parties may disclose this Agreement, and any of its terms: (a) to enforce the terms of this Agreement; (b) for use by their attorneys, boards of directors and/or trustees, accountants or business advisors; (c) to comply with any governmental or law enforcement agency of any regulatory organization having jurisdiction over some or all of the Parties; or (d) as required pursuant to any lawfully issued subpoena or other legal process. Notwithstanding the foregoing, the Parties may state that they reached a mutually satisfactory settlement agreement.

The Rotondos and their respective officers, agents, attorneys, representatives, successors, assigns, and heirs further agree that all of Pure H2O's financial, banking, confidential, proprietary, or trade secret information shall be confidential. The Rotondos hereby agree to use their best efforts to deliver in their possession, custody or control to their counsel, Gregg D. Kone, P.A., all documents (including electronically stored information) containing such information and further agree that they are not in possession of any such documents and information. Upon the Rotondos' receipt of final payment due in paragraph 1, the Rotondos' counsel shall use his best efforts to immediately return any and all such documents and information, excluding all documents and information filed with the Court or are in the public records, to Pure H2O or its counsel, Bruce W. Keihner, P.A. at the address set forth in paragraph 9 below.

9. **Notice:** All notice to be provided under this Agreement shall be in writing by certified mail, return receipt requested, or fax and provided as follows:

As to the Rotondos:

Gregg D. Kone, P.A.
P.O. Box 810272
Boca Raton, Florida 33481
Fax: 561- 393-8829

As to Pure H2O:

Bruce W. Keihner, P.A.
1116 LOVE ST.
JUPITER, Florida 33477
Fax: (561) 333-5953

and

Joseph P. Doxey, President & CEO
Pure H2O Bio-Technologies, Inc.



JAD
DK

10. **Choice of Law, Venue and Jurisdiction:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to choice of law principles thereof. The exclusive venue and jurisdiction for any legal proceeding by or against any party to this Settlement Agreement arising from or related to this Settlement Agreement or the breach thereof shall be in the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

11. **Merger/Entire Agreement:** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and there are no promises, agreements, conditions, undertakings, warranties, or representations, whether written or oral, express or implied, between the Parties other than as set forth herein. This Agreement cannot be amended, supplemented, or modified except by an instrument in writing signed by the parties against whom enforcement of such amendment, supplement or modification is sought.

12. **Authority/No Assignments or Transfers:** Each person signing this Agreement on behalf of a Party represents and warrants that he or she has full power and authority to enter into this Agreement, and to fully, completely, and finally settle the Judgment, including but not limited to any and all claims and counterclaims which were or could have been asserted. Each Party to this Agreement further represents and warrants that it has not assigned or transferred any interest of any of the respective rights or claims which it may have or had against any other party to this Agreement.

13. **Severability:** The failure of any provision of this Agreement shall in no manner affect the right to enforce the same, and the waiver by any party of any breach of any provision of this Agreement shall not be construed to be a waiver by such party of any succeeding breach of such provision or a waiver by such party of any breach of any other provision.

900
ADK

EXHIBIT OBC-021

14. **Successors and Assigns:** All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective administrators, executors, legal representatives, heirs, successors and assigns.

15. **Miscellaneous:** All of the Parties have had the terms of this Agreement reviewed by their independent counsel prior to signing it. The Parties expressly disavow any rule of construction whereby the terms of this Agreement hereto are to be construed against the drafter. All headings and titles in this Agreement are for descriptive purposes only and they shall not have any effect on the interpretation of the terms of this Agreement.

16. **Counterparts:** This Agreement may be executed in counterparts, and upon such execution, shall be complete, and the terms, provisions and obligations set forth shall be in full force and effect.

17. **Effective Date:** This Agreement is effective as of the latest date on which any Party signed this Agreement (the "Effective Date").

As to Sections 1, 2, 7 and 8



Gregg D. Kone, P.A.

Date: 9/16/09

RDA

EXHIBIT 015C-076

X Vincent Rotondo Sr.
VINCENT ROTONDO, SR.

Date: 9/17/09

X Louise Rotondo
LOUISE ROTONDO

Date: 9/17/09

State of Florida
County of Palm Beach

The foregoing instrument was executed and acknowledged before me this 17th day of September 2009 by Vincent Rotondo, Sr. and Louise Rotondo, his wife, Each is personally known to me or produced driver license as identification.

Notary Public
My commission Expires: _____

Danielle Milligan



PURE H2O BIO-TECHNOLOGIES, INC.

By: _____
Joseph P. Doxey, President
As its: President

Date: _____

As to Sections 4, 5, 6 and 8

Joseph P. Doxey

State of Florida
County of Palm Beach

The foregoing instrument was executed and acknowledged before me this ___ day of September 2009 by Joseph P. Doxey on behalf of himself and Pure H2O Bio-Technologies, Inc. He is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

DDA

PURE H2O BIO-TECHNOLOGIES, INC.

By: Joseph P. Doxey
Joseph P. Doxey, President

As its: President

Date: 9/17/09

As to Sections 4, 5, 6 and 8

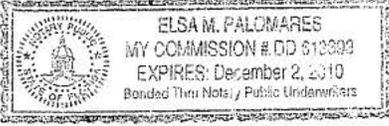
Joseph P. Doxey
Joseph P. Doxey

State of Florida
County of Palm Beach

The foregoing instrument was executed and acknowledged before me this 17 day of September 2009 by Joseph P. Doxey on behalf of himself and Pure H2O Bio-Technologies, Inc. He is personally known to me or has produced as identification.

Elsa M. Palomares
Notary Public

My Commission Expires: _____



As to Sections 4, 5, 6 and 8

Elena Doxey
Elena Doxey

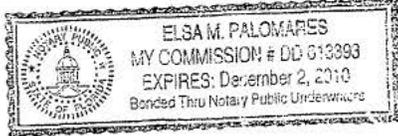
Date: Sept. 17, 2009

State of Florida
County of Palm Beach

The foregoing instrument was executed and acknowledged before me this 17 day of September 2009 by Elena Doxey on behalf of herself. She is personally known to me or has produced as identification:

Elsa M. Palomares
Notary Public

My Commission Expires: _____



**SETTLEMENT AGREEMENT
AND MUTUAL GENERAL RELEASES**

Vincent Rotondo, Louise Rotondo, and Terri Rotondo, on the one side (collectively "Plaintiffs" or the "Rotondos"), and Pure H2O Bio-Technologies, Inc. ("Defendant" or "Pure H2O"), on the other side, in consideration of the mutual covenants set forth below, stipulate to the settlement of certain matters between them, as follows:

WHEREAS, the Rotondos have asserted claims against Pure H2O relating to two promissory notes dated December 22, 2000 and December 29, 2000, each in a principal amount of \$50,000.00 (the "Notes") in the pending lawsuit styled *Vincent J. Rotondo, Sr., Louise N. Rotondo and Terri Rotondo v. Pure H2O Bio-Technologies, Inc., a Florida corporation* pending in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida, Case No.: 50-2006CA012451XXXXMB (the "Litigation");

WHEREAS, the Rotondos and Pure H2O wish to amicably resolve their dispute and avoid litigation;

WHEREAS, Terri Rotondo acknowledges that she has previously received two checks from Pure H2O in the total amount of \$3,500.00;

NOW, THEREFORE, in consideration of the mutual promises and other consideration provided in this Agreement, receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Payment:** In full and final settlement of any and all claims in the Lawsuit, the Rotondos shall be paid a total amount of \$150,0000 (the "Settlement Amount") as follows:

- (a) \$12,500 to Vincent and Louise Rotondo; and \$12,500 to Terri Rotondo, paid not later than 5 business days from the Effective Date.
- (b) \$37,500 to Vincent and Louise Rotondo payable in 12 equal monthly installments, the first installment of \$3,125.00 due on November 20, 2008,

with the next 11 installments to be paid on the 20th calendar day of each month thereafter (i.e., December 20, 2008, January 20, 2009, etc.).

- (c) \$34,000 to Terri Rotondo payable in 12 equal monthly installments, the first installment of \$2,833.33 due on November 20, 2008, with the next 11 installments to be paid on the 20thth calendar day of each month thereafter (i.e., December 20, 2008, January 20, 2009, etc.).
- (d) A total of an additional \$25,000.00 to Vincent and Louise Rotondo, payable in four equal quarterly installments of \$6,250.00, beginning January 17, 2009, with subsequent payments due on April 17, 2009, July 17, 2009, October 17, 2009. This sum represents payment of Vincent and Louise Rotondo's attorneys' fees in the amount of \$15,000, and payment of interest on their Note in the amount of \$10,000.
- (e) A total of an additional \$25,000.00 to Terri Rotondo, payable in four equal quarterly installments of \$6,250.00 each, beginning January 17, 2009, with subsequent payments due on April 17, 2009, July 17, 2009, October 17, 2009. This sum represents payment of Terri Rotondo's attorneys' fees in the amount of \$15,000, and payment of interest on her Note in the amount of \$10,000.

Payments shall be made by bank check or cashier's check.

The Notes will be assumed by and assigned to Observation Capital, LLC, a Harlingen, Texas company ("Observation Capital"). The Rotondos agree to execute whatever documents are necessary to effect Observation Capital's assumption and assignment of the Notes, including an assumption agreement, bill of sale, and new promissory notes in the forms attached as Exhibits "A", "B" and "C" hereto. Observation Capital shall be directly responsible for the payments under paragraphs 1(a) - (c) above.

Pure H2O will be directly responsible for the payments under paragraph 1(d)-(e) above.

2. **Prepayment:** Either Observation Capital or Pure H2O may prepay any part, or all of the Settlement Amount at any time and in any amount.

3. **Default, Notice and Cure:** Failure by Observation Capital to make a payment under paragraphs 1(a) – (c) when due, or failure by Pure H2O to make a payment under paragraphs 1(d) and (e) when due, shall constitute an “Event of Default”. Observation Capital and/or Pure H2O shall have seven (7) business days after receipt of written notice from the Rotondos (or any one of them, as the case may be) of an Event of Default in which to cure the stated Event of Default. If the stated Event of Default is cured within the allotted 7 business day cure period, the Event of Default will be deemed to have not occurred.

If Observation Capital and/or Pure H2O fails to cure an Event of Default within the cure period, the Rotondos (or any one of them to whom there has been a default) shall be entitled immediately to a judgment against either Observation Capital and/or Pure H2O, or both, in the amount equal to all remaining payments due by the defaulting party under paragraph 1 above. Any motion or petition filed for the entry of a judgment under this paragraph shall be served upon Pure H2O’s counsel, Joseph G. Galardi, Esq., by facsimile and U.S. Mail at the address set forth in paragraph 12 below.

In the event of further litigation to enforce the terms of or arising out of this Agreement or any agreement or note executed in conjunction with this Agreement, the prevailing party shall be entitled to an award of all attorneys’ fees and costs of such litigation.

4. **Dismissal:** Immediately following the Effective Date, the Rotondos and Pure H2O (all of them collectively referred to as the “Parties” and each individually sometimes referred to as a “Party”) will execute and file a joint stipulation for dismissal of the Litigation with prejudice, each party to bear their own attorneys fees, costs and expenses. However, the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida shall retain jurisdiction over the parties to enforce the terms of this Agreement.

5. **Tender of Stock:** Within five (5) business days from the final payment made to the Rotondos under this Agreement, the Rotondos shall unconditionally, and without further consideration or payment, tender to Pure H2O any and all shares of Pure H2O stock held by the Rotondos as of the Effective Date.

6. **Release by the Rotondos of Pure H2O:** Other than the obligations created by this Agreement, each of the Rotondos do hereby remise, release, acquit, satisfy and forever discharge Pure H2O and any of its representatives, of and from any and all, and all manner of, claims, actions, causes of action, suits, debts, sums of money, accounts, reckonings, contracts, controversies, agreements, promises, damages and demands whatsoever, in law or in equity, which the Rotondos have ever had or now has, or which any successor or assign of the Rotondos hereafter can, shall or may have, against Pure H2O for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Agreement, whether known or unknown, direct or indirect, vested or contingent.

7. **Release by the Rotondos of Joseph P. Doxey:** Each of the Rotondos do hereby remise, release, acquit, satisfy and forever discharge Joseph P. Doxey, individually and as representative of Pure H2O, and his representatives, heirs and personal representatives, of and from any and all, and all manner of, claims, actions, causes of action, suits, debts, sums of money, accounts, reckonings, contracts, controversies, agreements, promises, damages and demands whatsoever, in law or in equity, which the Rotondos have ever had or now has, or which any successor or assign of the Rotondos hereafter can, shall or may have, against Joseph P. Doxey for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Agreement, whether known or unknown, direct or indirect, vested or contingent.

8. **Release by Pure H2O of the Rotondos:** Other than the obligations created by the Agreement, Pure H2O does hereby remise, release, acquit, satisfy and forever discharge the Rotondos, their representatives, and their respective heirs and personal representatives, of and from any and all, and all manner of, claims, actions, causes of action, suits, debts, sums of money, accounts, reckonings, contracts, controversies, agreements, promises, damages and demands whatsoever, in law or in equity, which the Pure H2O has ever had or now has, or which any successor or assign of Pure H2O hereafter can, shall or may have, against the Rotondos for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Agreement, whether known or unknown, direct or indirect, vested or contingent.

9. **Non-Disparagement:** Each Party, along with their attorneys in this matter, agrees not to make any disparaging statements about the other Party, its products, business, or services, or otherwise interfere with the other Party's business relationships with customers, prospective customers, or others. This provision is tantamount to an injunction issued by a court of competent jurisdiction and will subject the breaching Party to sanctions, injunctive relief, or any other equitable or legal right which any Party hereto may have hereunder for any failure by a Party to perform his, her, or its obligations hereunder.

10. **No Admission of Liability:** The Parties further stipulate and agree that entry into this Agreement does not constitute, for any purpose whatsoever, either directly or indirectly, an admission of any liability based upon a violation of law, duty, or contract, or any other legal obligation whatsoever, and that each party against whom the claims have been made expressly denies any such liability or obligation. Nevertheless, this Agreement is entered into to resolve and release all pending disputes between and among the Parties and to avoid incurring additional

costs and attorneys' fees, and to avoid the risks and uncertainties and time commitment of proceeding with litigation.

11. **Confidentiality:** No Party (including their officers, directors, shareholders, partners, employees, and/or agents) shall make nor cause others to make any disclosure of the settlement amount other than to a Party's own employees, officers, directors, attorneys, accountants, or agents thereof who are made aware of the requirements of this Paragraph. If any Party hereto is served with any legally-binding request which calls for production of documents and/or testimony regarding the provisions of this Agreement, it shall inform all opposing Parties of such subpoena, court order or request to allow the opposing Parties sufficient time to interpose objections. Provided, however, the Parties may disclose this Agreement, and any of its terms: (a) to enforce the terms of this Agreement; (b) for use by their attorneys, boards of directors and/or trustees, accountants or business advisors; (c) to comply with any governmental or law enforcement agency of any regulatory organization having jurisdiction over some or all of the Parties; or (d) as required pursuant to any lawfully issued subpoena or other legal process. Notwithstanding the foregoing, the Parties may state that they reached a mutually satisfactory settlement agreement.

The Rotondos and their respective officers, agents, attorneys, representatives, successors, assigns, and heirs further agree that all of Pure H2O's financial, banking, confidential, proprietary, or trade secret information shall be confidential. The Rotondos hereby certify that they have delivered to their counsel, Harriet R. Lewis, Esq., all documents (including electronically stored information) containing such information, and that they are not in possession of any such documents and information. Upon the Rotondos' receipt of final payment due in paragraph 1, the Rotondos' counsel shall immediately return any and all such

documents and information to Pure H2O's counsel, Joseph G. Galardi, at the address set forth in paragraph 12 below.

12. **Notice:** All notice to be provided under this Agreement shall be in writing by certified mail, return receipt requested, and provided as follows:

As to the Rotondos:

Harriet R. Lewis, Esq.
LEWIS, STROUD & DEUTSCH, P.L.
Suite 251, 1900 Glades Road
Boca Raton, Florida 33413

As to Pure H2O:

Joseph G. Galardi, Esq.
BEASLEY HAUSER KRAMER
LEONARD & GALARDI, P.A.
Flagler Center, Suite 1500
505 South Flagler Drive
West Palm Beach, Florida 33401
Fax: (561) 835-0939

and

Joseph P. Doxey, President & CEO
Pure H2O Bio-Technologies, Inc.



13. **Choice of Law, Venue and Jurisdiction:** This Agreement and Exhibits hereto shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to choice of law principles thereof. The exclusive venue and jurisdiction for any legal proceeding by or against any party to this Settlement Agreement arising from or related to this Settlement Agreement or the breach thereof shall be in the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

14. **Merger/Entire Agreement:** This Agreement, and the Exhibits hereto, represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and there are no promises, agreements, conditions, undertakings, warranties, or

representations, whether written or oral, express or implied, between the Parties other than as set forth herein. This Agreement cannot be amended, supplemented, or modified except by an instrument in writing signed by the parties against whom enforcement of such amendment, supplement or modification is sought.

15. **Authority/No Assignments or Transfers:** Each person signing this Agreement on behalf of a Party represents and warrants that he or she has full power and authority to enter into this Agreement, including the Exhibits hereto, and to fully, completely, and finally settle the Lawsuit, including but not limited to any and all claims and counterclaims which were or could have been asserted in the Lawsuit. Each Party to this Agreement further represents and warrants that it has not assigned or transferred any interest of any of the respective rights or claims which it may have or had against any other party to this Agreement.

16. **Severability:** The failure of any provision of this Agreement shall in no manner affect the right to enforce the same, and the waiver by any party of any breach of any provision of this Agreement shall not be construed to be a waiver by such party of any succeeding breach of such provision or a waiver by such party of any breach of any other provision.

17. **Successors and Assigns:** All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective administrators, executors, legal representatives, heirs, successors and assigns.

18. **Miscellaneous:** All of the Parties have had the terms of this Agreement and its Exhibits reviewed by their independent counsel prior to signing it, or they have had the opportunity to do so. The Parties expressly disavow any rule of construction whereby the terms of this Agreement and Exhibits hereto are to be construed against the drafter. All headings and

titles in this Agreement are for descriptive purposes only and they shall not have any effect on the interpretation of the terms of this Agreement.

19. **Counterparts:** This Agreement may be executed in counterparts, and upon such execution, shall be complete, and the terms, provisions and obligations set forth shall be in full force and effect.

20. **Effective Date:** This Agreement is effective as of the latest date on which any Party signed this Agreement (the "Effective Date").

Signed on behalf of the Plaintiffs:

VINCENT ROTONDO, SR.

Date: _____

LOUISE ROTONDO

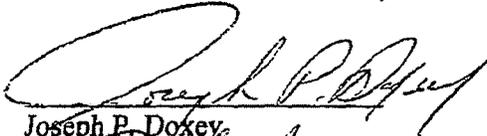
Date: _____

TERRI ROTONDO

Date: _____

Signed on behalf of the Defendant:

PURE H2O BIO-TECHNOLOGIES, INC.

By: 
Joseph P. Doxey

As its: 

Date: 10.16.08

Exhibit 015C-087

Signed on behalf of:

OBSERVATION CAPITAL, LLC.



A handwritten signature in black ink, appearing to be "William J. Daniels".

By: William J. Daniels
As its Managing Director

Date: Oct 16 08

Signed for the purposes of Paragraph 11:

A handwritten signature in black ink, appearing to be "Harriet R. Lewis".

Harriet R. Lewis, Esq.
LEWIS, STROUD & DEUTSCH, P.L.
Suite 251, 1900 Glades Road
Boca Raton, Florida 33413

Date: 10/15/08

titles in this Agreement are for descriptive purposes only and they shall not have any effect on the interpretation of the terms of this Agreement.

19. **Counterparts:** This Agreement may be executed in counterparts, and upon such execution, shall be complete, and the terms, provisions and obligations set forth shall be in full force and effect.

20. **Effective Date:** This Agreement is effective as of the latest date on which any Party signed this Agreement (the "Effective Date").

Signed on behalf of the Plaintiffs:

VINCENT ROTONDO, SR.



Date: 10/15/08

LOUISE ROTONDO



Date: 10/15/08

TERRI ROTONDO



Date: 10/15/08

Signed on behalf of the Defendant:

PURE H2O BIO-TECHNOLOGIES, INC.

By: _____
Joseph P. Doxey

As its: _____

Date: _____

EXHIBIT OBC-089

Lewis Stroud & Deutsch, P.L.

One Lincoln Place, 1900 Glades Road, Suite 251,

Boca Raton, Florida 33431

Telephone — 561 826 2800 Facsimile — 561 826 2828

CLIENT COPY

FACSIMILE COVER PAGE

TO: Joseph G. Galardi, Esquire FAX NO. 561.835.0939

FROM: Harriet R. Lewis, Esquire

DATE: March 23, 2009

MATTER NO. 99801

NO. OF PAGES

RE: Rotondo v. Doxey and Pure H2O Biotechnologies, Inc.

Please find the attached letter re: Notice of Default.

Thank you.

NOTICE TO RECIPIENT

All the pages which constitute this facsimile transmission contain information which is confidential and covered by attorney-client privilege. The information is intended solely for the use of the person to whom it is addressed or directed. If the reader of this notice is not listed above, or if the reader is not an employee or agent responsible for delivering the facsimile transmission to the addressee, then you are hereby notified that any dissemination, distribution or reproduction of any or all of these pages is strictly prohibited. If you have received this facsimile transmission in error, please notify us immediately by telephone collect at the above number and return the original facsimile transmission to us at the above address via the U.S. Postal Service. We will reimburse you for the postage. Thank you.

Lewis Stroud & Deutsch, P.L.

Harriet R. Lewis, Esq.

Direct Dial: 561 826 2801

March 23, 2008

Joseph P. Doxey, President & CEO
Pure H2O Bio-Technologies, Inc.



Re: Rotondo v. Pure H2O
Notice of Default

Dear Mr. Doxey,

In accordance with the terms and conditions set forth in Paragraph 3 of the Settlement Agreement entered into between my clients, Vincent Rotondo, Louise Rotondo and Terri Rotondo and Pure H2O Bio-Technologies, Inc., and Observation Capital, LLC., this letter will constitute Notice of Default there under as my clients have not received the March 20, 2008 payments as set forth in the above referenced agreement, in Paragraph 1.

As further set forth in Paragraph 3 of the Agreement, the failure to pay the March 20, 2008 payment to each of my clients constitutes an "Event of Default". Please be advised that, as set forth in Paragraph 3 of the Agreement, either Observation Capital and/or Pure H2O, shall have seven (7) business days after receipt of this written notice on behalf of my clients, the Rotondos, within which to cure the stated Event of Default,

If the Event of Default is not cured within the seven (7) business days, i.e., the "cure period" my clients shall be entitled immediately to, and will immediately seek, a judgment against either Observation Capital and/or Pure H2O, or both, in an amount equal to all remaining payments due by the defaulting party.

Further, in the event of any further litigation to enforce the terms of or arising out of the Settlement Agreement or any agreement or note executed in conjunction with the Settlement Agreement, the prevailing party shall be entitled to an award of all attorneys' fees and costs of such litigation.

*One Lincoln Place, 1900 Glades Road, Suite 251, Boca Raton, Florida 33431
Telephone - 561 826 2800 Facsimile - 561 826 2828*

Joseph P. Doxey
March 23, 2008
Page Two

Please be governed accordingly.

Very truly yours,

LEWIS, STROUD & DEUTSCH, P.L.

(pr) *Harriet Lewis*

BY: Harriet R. Lewis

cc:
Vincent & Louise Rotondo
Terri Rotondo
Joseph G. Galardi, Esq. (561)835-0939 (fax)

Lewis Stroud & Deutsch, P.L.

Exhibit 035-091

*Lewis Stroud & Deutsch, P.L.**Stephanie Deutsch, Esq.*

CLIENT COPY

Direct Dial: 561 826 2800

April 29, 2009

Sent via facsimile, email and certified mail

Joseph P. Doxey, President & CEO

Pure H2O Bio-Technologies, Inc.
[REDACTED]

Re: Rotondo v. Pure H2O Notice of Default

Dear Mr. Doxey,

In accordance with the terms and conditions set forth in Paragraph 3 of the Settlement Agreement entered into between my clients, Vincent Rotondo, Louise Rotondo and Terri Rotondo and Pure H2O Bio-Technologies, Inc., and Observation Capital, LLC., this letter will constitute Notice of Default there under as my clients have not received the April 17, 2009 and April 20, 2009, payments as set forth in the above referenced agreement, in Paragraph 1.

As further set forth in Paragraph 3 of the Agreement, the failure to pay the April 17, 2009 and April 20, 2009 payment to each of my clients constitutes an "Event of Default". Please be advised that, as set forth in Paragraph 3 of the Agreement, either Observation Capital and/or Pure H2O, shall have seven (7) business days after receipt of this written notice on behalf of my clients, the Rotondos, within which to cure the stated Event of Default,

If the Event of Default is not cured within the seven (7) business days, i.e., the "cure period" my clients shall be entitled immediately to, and will immediately seek, a judgment against either Observation Capital and/or Pure H2O, or both, in an amount equal to all remaining payments due by the defaulting party.

Further, in the event of any further litigation to enforce the terms of or arising out of the Settlement Agreement or any agreement or note executed in conjunction with the Settlement Agreement, the prevailing party shall be entitled to an award of all attorneys' fees and costs of such litigation.

Please be governed accordingly.

Very truly yours,



BY: Stephanie Deutsch

cc:

Vincent & Louise Rotondo

Terri Rotondo

Joseph G. Galardi, Esq. *certified mail**Cross Linnecoh, Penco, 1900 Glendon Road, Suite 231, Boca Raton, Florida 33431**Telephone ... 561 826 2300 Facsimile ... 561 826 2325*

Lewis Stroud & Deutsch, P.L.

One Lincoln Place, 1900 Glades Road, Suite 251,

Boca Raton, Florida 33431

Telephone — 561 826 2800 Facsimile — 561 826 2828

FACSIMILE COVER PAGE

TO: Joseph G. Galardi, Esquire FAX NO. 561.835.0939

FROM: Harriet R. Lewis, Esquire

DATE: April 29, 2009

MATTER NO. Notice of Default.

NO. OF PAGES 32

RE: Rotondo v. Doxey and Pure H2O Biotechnologies, Inc.

Please see the attached Notice of Default

NOTICE TO RECIPIENT

All the pages which constitute this facsimile transmission contain information which is confidential and covered by attorney-client privilege. The information is intended solely for the use of the person to whom it is addressed or directed. If the reader of this notice is not listed above, or if the reader is not an employee or agent responsible for delivering the facsimile transmission to the addressee, then you are hereby notified that any dissemination, distribution or reproduction of any or all of these pages is strictly prohibited. If you have received this facsimile transmission in error, please notify us immediately by telephone collect at the above number and return the original facsimile transmission to us at the above address via the U.S. Postal Service. We will reimburse you for the postage. Thank you.

Lewis Stroud & Deutsch, P.L.

Harriet R. Lewis, Esq.

Direct Dial: 561 826 2801

*4.5 Partial Service
12000 type
10000 ST/10000
10000*

April 20, 2009

*Received
4/21/09*

Joseph P. Doxey, President & CEO
Pure H2O Bio-Technologies, Inc.



Re: Rotondo v. Pure H2O
Notice of Default

Dear Mr. Doxey,

In accordance with the terms and conditions set forth in Paragraph 3 of the Settlement Agreement entered into between my clients, Vincent Rotondo, Louise Rotondo and Terri Rotondo and Pure H2O Bio-Technologies, Inc., and Observation Capital, LLC., this letter will constitute Notice of Default there under as my clients have not received the April 17, 2009, payments as set forth in the above referenced agreement, in Paragraph 1.

As further set forth in Paragraph 3 of the Agreement, the failure to pay the April 17, 2009 payment to each of my clients constitutes an "Event of Default". Please be advised that, as set forth in Paragraph 3 of the Agreement, either Observation Capital and/or Pure H2O, shall have seven (7) business days after receipt of this written notice on behalf of my clients, the Rotondos, within which to cure the stated Event of Default,

If the Event of Default is not cured within the seven (7) business days, i.e., the "cure period" my clients shall be entitled immediately to, and will immediately seek, a judgment against either Observation Capital and/or Pure H2O, or both, in an amount equal to all remaining payments due by the defaulting party.

Further, in the event of any further litigation to enforce the terms of or arising out of the Settlement Agreement or any agreement or note executed in conjunction with the Settlement Agreement, the prevailing party shall be entitled to an award of all attorneys' fees and costs of such litigation.

exhibit 055-095

Joseph P. Doxey
April 20, 2009
Page Two

Please be governed accordingly.

Very truly yours,

LEWIS, STROUD & DEUTSCH, P.L.

(P) *Harriet Lewis*

BY: Harriet R. Lewis

cc:
Vincent & Louise Rotondo
Terri Rotondo
Joseph G. Galardi, Esq. (561)835-0939 (fax)

Lewis, Stroud & Deutsch, P.L.

Contract Exhibit

Lewis Stroud & Deutsch, P.L. ORC-096

Harriet R. Lewis, Esq.

as Personal Service
conclude
Mark Stamp
date

Direct Dial: 561 826 2801

April 22, 2009

Received
4/23/09

Joseph P. Doxey, President & CEO
Pure H2O Bio-Technologies, Inc.
370 West Camino Gardens Blvd.
Suite 332
Boca Raton, Florida 33432

Re: Rotondo v. Pure H2O
Notice of Default

Dear Mr. Doxey,

In accordance with the terms and conditions set forth in Paragraph 3 of the Settlement Agreement entered into between my clients, Vincent Rotondo, Louise Rotondo and Terri Rotondo and Pure H2O Bio-Technologies, Inc., and Observation Capital, LLC., this letter will constitute Notice of Default there under as my clients have not received the April 20, 2009, payments as set forth in the above referenced agreement, in Paragraph 1.

As further set forth in Paragraph 3 of the Agreement, the failure to pay the April 20, 2009 payment to each of my clients constitutes an "Event of Default". Please be advised that, as set forth in Paragraph 3 of the Agreement, either Observation Capital and/or Pure H2O, shall have seven (7) business days after receipt of this written notice on behalf of my clients, the Rotondos, within which to cure the stated Event of Default,

If the Event of Default is not cured within the seven (7) business days, i.e., the "cure period" my clients shall be entitled immediately to, and will immediately seek, a judgment against either Observation Capital and/or Pure H2O, or both, in an amount equal to all remaining payments due by the defaulting party.

Further, in the event of any further litigation to enforce the terms of or arising out of the Settlement Agreement or any agreement or note executed in conjunction with the Settlement Agreement, the prevailing party shall be entitled to an award of all attorneys' fees and costs of such litigation.

One Lincoln Place 1950 Glades Road Suite 251 Boca Raton, Florida 33431
Telephone: 561 826 2801 Facsimile: 561 826 2825

Joseph P. Doxey
April 22, 2009
Page Two

Please be governed accordingly.

Very truly yours,

LEWIS, STROUD & DEUTSCH, P.L.

(P) 

BY: Harriet R. Lewis

cc:
Vincent & Louise Rotondo
Terri Rotondo
Joseph G. Galardi, Esq. (561)835-0939 (fax)

Exhibit OBC-098

PURE H2O BIO-TECHNOLOGIES, INC.



SENT VIA FAX TRANSMISSION AND E.MAIL 561.835.0939

May 26, 2009

Mr. Joseph G. Galardi, Esq.
Beasley Hauser Kramer
Leonard & Galardi, P.A.
Flagler Center, Suite 1500
505 S. Flagler Drive
West Palm Beach, FL 33401

Re: Motion to Withdraw as Counsel

Dear Mr. Galardi:

We have received your letter dated May 22, 2009 in regard to Notice of Hearing for Thursday, May 28th at 8:45 a.m. and your notice for motion to withdraw as our Counsel. We have no objection to your choice as we are truly sorry for non-payment to you and your firm as we have been finding it difficult to raise funds in this economic climate. Although it is very tough, we did come through and have made the agreed payments in excess of \$70K to the Rotondo's since October 2008 through March 2008.

Please be advised that we intend to pay off your invoices and our corporate debt as soon as possible. Please ask the court to review the Accounting Report and Schedule of Payments on separate e.mail that discloses all payments made, including dates, amounts and balances to the Rotondo's for the last six (6) months by our company and Observation Capital.

I will not be available to attend the hearing, but in the event the Court needs to speak to me I can be reached at [REDACTED]. If an opportunity to speak is granted to me, I would ask the Honorable Judge for some time to find new counsel and to continue with the payments. This issue is all because of timing, not the inability to make the payments. It was a matter of complying with new SEC Rules and the loss of time due to Passover and Easter week. The payment schedule needs to be adjusted to fit the flow of settlement dates on stock transactions and the transferring of funds via securities firms to our corporate bank then bank to bank or certified check were written and delivered to the Rotondo's.

Sincerely,


Joseph P. Doxey, President
Pure H2O Bio-Technologies, Inc. 5/26/09

EXHIBIT OBC-099

PROMISSORY NOTE

Amount: \$46,500

Dated: October 16, 2008

FOR VALUE RECEIVED, the undersigned, OBSERVATION CAPITAL, LLC a Texas entity having an address at 15123 Regina Lane, Harlingen, Texas 78552 (the "Payor"), hereby promises to pay to the order of:

TERRJ ROTONDO, with an address at [REDACTED] (the "Payee"), twelve (12) months from the date hereof (such maturity date, or any earlier maturity date by reason of any prepayment or acceleration hereof, the "Maturity Date"), without any offsets or setoffs, US \$46,500.00 (the "Principal Amount").

1. DEFINITIONS.

For purposes hereof, the following terms have the following meanings:

"Assignment Agreement" means the Assumption and Assignment Agreement, dated as of the date hereof, between the Payor and Payee.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in Florida are authorized or required by law to close.

2. PAYMENTS OF PRINCIPAL.

- a) The Payor shall pay no interest on any unpaid Principal Amount, except in the event of default and upon entry of Final Judgment at the prevailing Florida statutory rate.
- b) An initial payment in the amount of \$12,500.00 shall be made not later than 5 Business Days from the date hereof.
- c) The remaining \$34,000.00 of the Principal shall be payable, prior to the Maturity Date, in 12 monthly installments of \$2,833.33, beginning November 20, 2008. The next 11 installments shall be due on the 20th calendar day each month thereafter; and after the Maturity Date on demand (each such payment date, a "Payment Date").

3. PREPAYMENTS.

The Payor may prepay this Note, in whole or in part, in any amount or at any time.



EXHIBIT OBC - 100

4. PLACE OF PAYMENT.

The principal hereof are payable in immediately available funds at the office of the Payee at the address first set forth above for the Payee or at such other place as the Payee may specify in writing.

5. BUSINESS DAYS.

If the stated Maturity Date of this Note or any Payment Date is not a Business Day, all amounts otherwise due on said date shall be payable on the first Business Day occurring after such date.

6. PRESENTMENT.

Presentment, demand, protest and other notice of any kind are hereby expressly waived by the Payor.

7. EVENTS OF DEFAULT, NOTICE AND CURE.

The Payor shall default in the payment of the principal of this Note as and when the same shall become due and payable. This is an "Event of Default".

Payor shall have seven (7) Business Days after receipt of written notice from the Payee of an Event of Default in which to cure the stated Event of Default. If the stated Event of Default is cured within the allotted 7 day cure period, the Event of Default will be deemed to have not occurred. If any Event of Default is not cured as set forth above, the outstanding Principal Amount shall automatically be and become immediately due and payable, without notice or demand. In that case, Payee is entitled to, and Payor hereby consents to, the entry of a judgment against the Payor in an amount equal to the outstanding Principal Amount.

In the event of further litigation to enforce the terms of or arising out of this Note or any agreement or note executed in conjunction with this Agreement, the prevailing party shall be entitled to an award of all attorneys' fees and costs of litigation.

8. GOVERNING LAW.

This note shall be governed by and construed and enforced in accordance with the laws of the State of Florida applicable to contracts made and to be performed wholly within such State, without reference to any choice or conflict of laws rules.

9. NOTICES.

All notices, demands, requests, consents, approvals or other communications (hereinafter collectively called "Notices") given or required to be given by either party hereto to the other party shall be given in writing at the address first set forth above (or such other addresses as the

exhibit ABC-101

Payor or the Payee, as the case may be, shall designate in writing) by certified mail, return receipt requested or by nationally recognized overnight courier. All notices shall be deemed given when received or refused as evidenced by the mailing receipt.

10. SEVERABILITY: The failure of any provision of this Agreement shall in no manner affect the right to enforce the same, and the waiver by any party of any breach of any provision of this Agreement shall not be construed to be a waiver by such party of any succeeding breach of such provision or a waiver by such party of any breach of any other provision.

11. MODIFICATIONS.

This Note may not be modified or discharged orally or otherwise, except by a writing duly executed by the holder hereof.

IN WITNESS WHEREOF, the Payor has executed and delivered this Note as of the date first set forth above.

PAYOR: OBSERVATION CAPITAL, LLC.

[Redacted Signature]
By: [Handwritten Signature]
William J. Daniels
As its: Managing Member

EXHIBIT OBC-102

PROMISSORY NOTE

Amount: \$50,000

Dated: October 16, 2008

FOR VALUE RECEIVED, the undersigned, OBSERVATION CAPITAL, LLC a Texas entity having an address at [REDACTED] (the "Payor"), hereby promises to pay to the order of:

VINCENT AND LOUISE ROTONDO, with an address is [REDACTED] (the "Payee"), twelve (12) months from the date hereof (such maturity date, or any earlier maturity date by reason of any prepayment or acceleration hereof, the "Maturity Date"), without any offsets or setoffs, US \$50,000.00 (the "Principal Amount").

1. DEFINITIONS.

For purposes hereof, the following terms have the following meanings:

"Assignment Agreement" means the Assumption and Assignment Agreement, dated as of the date hereof, between the Payor and Payee.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in Florida are authorized or required by law to close.

2. PAYMENTS OF PRINCIPAL.

- a) The Payor shall pay no interest on any unpaid Principal Amount, except in the event of default and upon entry of Final Judgment at the prevailing Florida statutory rate.
- b) An initial payment in the amount of \$12,500.00 shall be made not later than 5 Business Days from the date hereof.
- c) The remaining \$37,500.00 of the Principal shall be payable, prior to the Maturity Date, in 12 monthly installments of \$3,125.00, beginning November 20, 2008. The next 11 installments shall be due on the 20th calendar day each month thereafter; and after the Maturity Date on demand (each such payment date, a "Payment Date").

3. PREPAYMENTS.

The Payor may prepay this Note, in whole or in part, in any amount or at any time.

EXHIBIT ABC-103

4. PLACE OF PAYMENT.

The principal hereof are payable in immediately available funds at the office of the Payee at the address first set forth above for the Payee or at such other place as the Payee may specify in writing.

5. BUSINESS DAYS.

If the stated Maturity Date of this Note or any Payment Date is not a Business Day, all amounts otherwise due on said date shall be payable on the first Business Day occurring after such date.

6. PRESENTMENT.

Presentment, demand, protest and other notice of any kind are hereby expressly waived by the Payor.

7. EVENTS OF DEFAULT, NOTICE AND CURE.

The Payor shall default in the payment of the principal of this Note as and when the same shall become due and payable. This is an "Event of Default".

Payor shall have seven (7) Business Days after receipt of written notice from the Payee of an Event of Default in which to cure the stated Event of Default. If the stated Event of Default is cured within the allotted 7 day cure period, the Event of Default will be deemed to have not occurred. If any Event of Default is not cured as set forth above, the outstanding Principal Amount shall automatically be and become immediately due and payable, without notice or demand. In that case, Payee is entitled to, and Payor hereby consents to, the entry of a judgment against the Payor in an amount equal to the outstanding Principal Amount.

In the event of further litigation to enforce the terms of or arising out of this Note or any agreement or note executed in conjunction with this Agreement, the prevailing party shall be entitled to an award of all attorneys' fees and costs of litigation.

8. GOVERNING LAW.

This note shall be governed by and construed and enforced in accordance with the laws of the State of Florida applicable to contracts made and to be performed wholly within such State, without reference to any choice or conflict of laws rules.

9. NOTICES.

EXHIBIT OBC-104

All notices, demands, requests, consents, approvals or other communications (hereinafter collectively called "Notices") given or required to be given by either party hereto to the other party shall be given in writing at the address first set forth above (or such other addresses as the Payor or the Payee, as the case may be, shall designate in writing) by certified mail, return receipt requested or by nationally recognized overnight courier. All notices shall be deemed given when received or refused as evidenced by the mailing receipt.

10. SEVERABILITY: The failure of any provision of this Agreement shall in no manner affect the right to enforce the same, and the waiver by any party of any breach of any provision of this Agreement shall not be construed to be a waiver by such party of any succeeding breach of such provision or a waiver by such party of any breach of any other provision.

11. MODIFICATIONS.

This Note may not be modified or discharged orally or otherwise, except by a writing duly executed by the holder hereof.

IN WITNESS WHEREOF, the Payor has executed and delivered this Note as of the date first set forth above.

PAYOR: OBSERVATION CAPITAL, LLC

[Redacted Signature]
By: [Signature]
William J. Daniels
As its: Managing Member

Exhibit OBC-105

Joseph P. Doxey

From: "jim d" [REDACTED]
To: "joe doxey" [REDACTED]
Sent: Wednesday, August 06, 2008 9:30 AM
Subject: CONVERSION OF DEBT

JOE,
THE CONVERSION PRICE SHOULD BE .001, AND I WILL START WITH 5000 DOLLARS, AND INCREASE THAT TO 8000 TO 10000 DOLLARS PER MONTH.
THE 25000 DOLLAR LOAN SHOULD BE TWO PAYMENTS OF 12500 DOLLARS 3 WEEKS APART.
CALL ME IF YOU HAVE A QUESTION
REGARDS,
JIM

No virus found in this incoming message.

Checked by AVG.

Version: 8.0.138 / Virus Database: 270.5.12/1595 - Release Date: 8/6/2008 8:23 AM

8/7/2008

To Whom it May Concern:

In reference to certified mail dated Nov 22 2013: Matter of SEC, Administrative Action , and Joe Doxey and Wm James Daniels. File No. 3-15619

It is stated that I willfully violated certain laws of the Securities act of 1933.

I invested into PRHB because I believed that Mr. Doxey was telling the truth about his product. I invested my own money and believed at the time I was accredited because of my previous licensed series 7 status.

I did not intentionally do anything wrong.

I think is unfair for me to carry this administrative action on any type of record. It may in fact, prevent job opportunities for me.

I am currently enrolled in classes to receive a degree in Computer Networking.

I would like to take this opportunity to express my sincere regret for adding shares to the market that were unregistered. It was not my intention to cause any problems whatsoever.

I do believe that the accredited status, in order to invest in some opportunities, should be modified. It is discriminatory in that, at times, very good opportunities present themselves but people with less money and assets are not allowed to participate. It assumes people have less intelligence and because of the separation of perceived classes it is discriminatory. I write this with all due respect to all parties involved and feel that the three attorneys that worked on this case for the SEC were professional and treated me with dignity.

Thank you,

Jim Daniels

Wm James Daniels

EXHIBIT - Reg D-cc

Here you go
Tomer Tal, Esq.
JD/MBA
New Venture Attorneys, P.C.
5 Sierra Gate Plaza #330
Roseville, CA 95678
916-782-1424 (phone)
916-782-1474 (fax)
www.newventureattorneys.com

Confidentiality Notice: This communication, and any files attached, contains confidential information that may be privileged. The information is intended only for the use of the individual(s) or entity to which it is addressed. If you are not the intended recipient, any disclosure, distribution or the taking of any action in reliance upon this communication is prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by reply e-mail and destroy the original information. Thank you.

-----Original Message-----

From: edgar-postmaster@sec.gov [mailto:edgar-postmaster@sec.gov]
Sent: Thursday, April 16, 2009 8:59 AM
To: JDoxeyintl@comcast.net; Tomer Tal
Subject: ACCEPTED FORM TYPE D (0001026310-09-000004)

THE FOLLOWING SUBMISSION HAS BEEN ACCEPTED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION.

COMPANY: PURE H2O BIO TECHNOLOGIES INC
FORM TYPE: D NUMBER OF DOCUMENTS: 1
RECEIVED DATE: 16-Apr-2009 11:59 ACCEPTED DATE: 16-Apr-2009 11:59
FILING DATE: 16-Apr-2009 11:59
TEST FILING: NO CONFIRMING COPY: NO

ACCESSION NUMBER: 6310

FILE NUMBER(S):

1. 021-

THE PASSWORD FOR LOGIN CIK 63 WILL EXPIRE 15-Apr-2010 10:00.

PLEASE REFER TO THE ACCESSION NUMBER LISTED ABOVE FOR FUTURE INQUIRIES.

REGISTRANT(S):

I. CIK: 0001
COMPANY: PURE H2O BIO TECHNOLOGIES INC
FORM TYPE: D
FILE NUMBER(S):
1. 01-61

----- NOTICE -----

URGENT: Verify that all of your addresses on the EDGAR database are correct. An incorrect address in the EDGAR Accounting Contact Name and Address information may result in your fee Account Activity Statement being returned to the SEC as undeliverable. Please correct outdated addresses via the EDGAR filing website.

The EDGAR system is available to receive and process filings from 6:00 a.m. to 10:00 p.m. Eastern Time on business days. Filer Support staff members are available to respond to requests for assistance from 7:00 a.m. to 7:00 p.m. Eastern Time.

We strongly encourage you to visit the Filing Website at . You can download our current version of the EDGARLink/Windows software and templates, the Filer Manual, receive on-line help, and access Frequently Asked Questions.

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.0.238 / Virus Database: 270.11.58/2062 - Release Date: 04/16/09 08

EXHIBIT Reg D-003

FAX COVER SHEET

Re: Special Request to Issue Password to File Form D electronically today.
From: PURE H2O BIO-TECHNOLOGIES, INC.

Joseph P. Doxey, President

Telephone: [REDACTED]

E.mail: [REDACTED]

To: Filer Support Branch

Fax: 202-504-2474 703-914-4240

Comments: Attached is the notarized and executed form dated today April 14, 2009 for your file.

We have filed in the past via US Postal Service and are requesting to file a "Form D" today electronically since our legal counsel is out of his office until next week. We do have a CIK Number at this time.

Please advise.


Sincerely,
Joseph P. Doxey, President 4/14/09

Convert Paper Only Filer to Electronic Filer Acknowledgment

Your request was successfully submitted. Your accession number for this submission is 0001026310-09-000003.

To complete processing of your request, you must fax a notarized authentication document to the SEC's Filer Support Branch at (202) 504-2474 or (703) 914-4240. Your request will *not* be accepted until this document is received. After this document is received, the Filer Support Branch will review your request and disposition it. You will receive an e-mail message at your e-mail address of record informing you of the SEC's decision. If your request was accepted, the message will indicate that the passphrase that you specified in this request has been activated and you can proceed to use your CIK and passphrase to generate a new set of EDGAR access codes; if your request was rejected, the message will indicate why. If you have any questions regarding the status of your passphrase request, please contact the Filer Support Branch at (202) 551-8900.

CIK: 0001026310

Name Associated with CIK: PURE H2O BIO TECHNOLOGIES INC

Current Company Mailing Address:



Contact Person:

Joseph P. Doney

Contact Telephone Number:

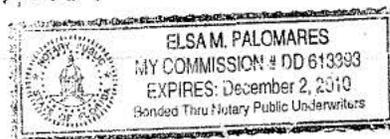
561-271-4777

Signature of Authorized Person:

Joseph P. Doney
4/14/09

Notary Signature & Seal to be Placed Here:

Elsa M. Palomares
APRIL 17, 2009



Print Window

Exit Window

Exhibit Reg D-005

Convert Paper Only Filer to Electronic Filer Acknowledgment

Your request was successfully submitted. Your accession number for this submission is 0001026310-09-000001.

To complete processing of your request, you must fax a notarized authentication document to the SEC's Filer Support Branch at (202) 504-2474 or (703) 914-4240. Your request will *not* be accepted until this document is received. After this document is received, the Filer Support Branch will review your request and disposition it. You will receive an e-mail message at your e-mail address of record informing you of the SEC's decision. If your request was accepted, the message will indicate that the passphrase that you specified in this request has been activated and you can proceed to use your CIK and passphrase to generate a new set of EDGAR access codes; if your request was rejected, the message will indicate why. If you have any questions regarding the status of your passphrase request, please contact the Filer Support Branch at (202) 551-8900.

CIK: 0001026310

Name Associated with CIK: PURE H2O BIO TECHNOLOGIES INC

Current Company Mailing Address:



Contact Person: Joseph P. Doxey, President

Contact Telephone Number: 561-271-4777

Signature of Authorized Person:

Joseph P. Doxey

Notary Signature & Seal to be Placed Here:

Print Window

Exit Window

Exhibit Reg D-006

EDGAR®
Form ID

www.filermanagement.edgarfiling.

Home



sec.gov

Filer Management

- Apply for EDGAR Access (New)
- Generate Access Codes (New/ Replacement)
- Update Passphrase
- Convert Paper Only Filer to Electronic Filer
- EDGAR Access for New Serial Companies

File Support Branch

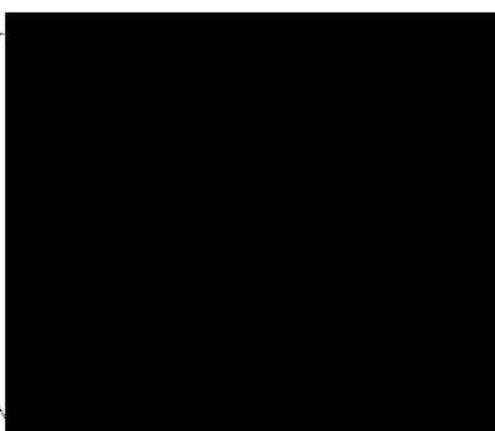
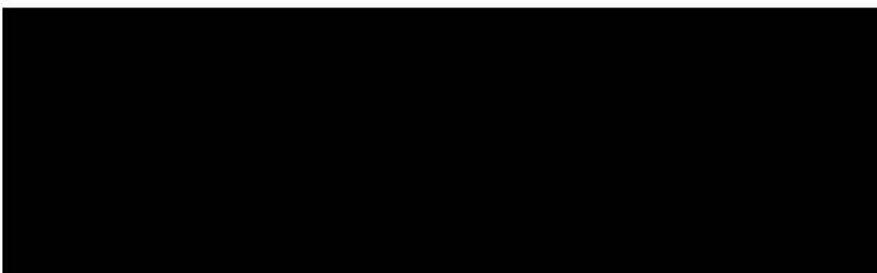
FAX 202 . 504 . 2474

FAX 703 . 914 . 4240

Tel 202 . 551 . 8900

Support

- General Help
- Frequently Asked Questions



Discretion call

EXHIBIT Reg D-007

Joseph P. Doxey

From: <edgar-postmaster@sec.gov>
To: [REDACTED]
Sent: Tuesday, April 14, 2009 5:28 PM
Subject: ACCEPTED FORM TYPE ID-CONVERT (0001026310-09-000003)

THE FOLLOWING SUBMISSION HAS BEEN ACCEPTED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION.

COMPANY: PURE H2O BIO TECHNOLOGIES INC
FORM TYPE: ID-CONVERT NUMBER OF DOCUMENTS: 1
RECEIVED DATE: 14-Apr-2009 12:35 ACCEPTED DATE: 14-Apr-2009 17:28
TEST FILING: NO CONFIRMING COPY: NO

ACCESSION NUMBER: 0001026310-09-000003

PLEASE REFER TO THE ACCESSION NUMBER LISTED ABOVE FOR FUTURE INQUIRIES.

General Access Codes Acknowledgment

REGISTRANT(S):

- 1. CIK: 0001026310
COMPANY: PURE H2O BIO TECHNOLOGIES INC
FORM TYPE: ID-CONVERT

SUMMARY OF CHANGES:

Your request for access to EDGAR has been accepted. Please connect to EDGAR Filer Management URL <https://www.filermanagement.edgarfiling.sec.gov> to generate EDGAR access codes using your CIK and passphrase.

After generation of your EDGAR access codes, please take a moment to re your information to ensure that it is accurate and up-to-date, particularly your address(es) and, for domestic companies, your IRS number. Companies and individuals may view and update their information using the EDGAR Filing website (<https://www.edgarfiling.sec.gov>) or the EDGAR OnlineForms website (<https://www.onlineforms.edgarfiling.sec.gov>). To update, enter company information on the Retrieve/Edit Data - Retrieve Company Information - Edit Company Information page and submit the changes. You must provide the CIK and CCC for your company before you can change any information. If you have questions about how to update your information, please call the SEC's Office of Filer Support at 202-551-8900.

----- NOTICE -----

URGENT: Verify that all of your addresses on the EDGAR database are correct. An incorrect address in the EDGAR Accounting Contact Name

Exhibit Reg D-008

and Address information may result in your fee Account Activity Statement being returned to the SEC as undeliverable. Please correct outdated addresses via the EDGAR filing website.

The EDGAR system is available to receive and process filings from 6:00 a.m. to 10:00 p.m. Eastern Time on business days. Filer Support staff members are available to respond to requests for assistance from 7:00 a.m. to 7:00 p.m. Eastern Time.

We strongly encourage you to visit the Filing Website at <https://www.edgarfiling.sec.gov>. You can download our current version of the EDGARLink/Windows software and templates, the Filer Manual, receive on-line help, and access Frequently Asked Questions.

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.0.238 / Virus Database: 270.11.56/2058 - Release Date: 04/14/09 06:17:00

4/14/2009

Exhibit RegD-009

UNANIMOUS WRITTEN CONSENT
IN LIEU OF A MEETING
OF
THE BOARD OF DIRECTORS
OF
Pure H2O Bio-Technologies, Inc.

RESOLUTION TO AUTHORIZE THE 504 OFFERING

The undersigned, being all the members of the Board of Directors of the above entitled entity (the "Corporation"), in accordance with the 2007 Florida Statutes, hereby adopt the following resolutions with the same force and effect as if presented to and adopted at a meeting of the Board, duly called and held:

WHEREAS, the corporation desires to obtain funds to enable it to develop and expand its business, and to issue and sell in a Rule 504 private placement, securities as described in the attached Convertible Note and Subscription Agreement(s); and

WHEREAS, certain investors are prepared to furnish and supply such funds to the corporation by subscribing for and purchasing its Securities; and

WHEREAS, the corporation's officers have presented to the board of directors for its approval form of Confidential Prospective Purchaser Questionnaire, Convertible Note and Subscription Agreement (collectively "Agreements") to issue and sell the Securities in connection with the proposed Rule 504 offering; and

WHEREAS, the corporation's board of directors deems it desirable and in the best interests of the corporation for it to enter into the Agreements providing for the issuance and sale of Securities in exchange for such funds.

NOW, THEREFORE, it is hereby:

RESOLVED, that the form, terms and provisions of the Agreements to issue and sell Securities that have been submitted to the board of directors for its review and approval at this meeting be and the same hereby are approved, with whatever changes, additions and deletions the board of directors has suggested or the appropriate officers of the corporation may approve; and

FURTHER RESOLVED, that the Corporation is hereby authorized to issue and sell in a Rule 504 private placement securities as described in the Stock Purchase Agreement; and

FURTHER RESOLVED, that the appropriate officers of the corporation be and hereby are authorized and directed to complete, execute and deliver, for and on behalf of the corporation, all documents, instruments and certificates required or necessary, and to do or take, or cause to be done or taken, all acts and actions required or appropriate, to enable the corporation to enter into the agreement to issue and sell shares of Securities to such investors in connection with the proposed offering.

FURTHER RESOLVED, that the Securities be, and they hereby are, duly authorized for issuance, and, when issued and delivered in accordance with the terms and conditions of the Rule 504 Offering, shall be fully paid and non-assessable shares of Common Stock of the Corporation.

This Written Consent shall be added to the corporate records of this Corporation and made a part thereof, and the resolutions set forth above shall have the same force and effect as if adopted at a meeting duly noticed and held by the Board of Directors of this Corporation. This Written Consent may be executed in counterparts and with facsimile signatures with the effect as if all parties hereto had executed the same document. All counterparts shall be construed together and shall constitute a single Written Consent. Telecopied or email (via PDF) signatures shall be deemed to have the same effect as an original.

IN WITNESS WHEREOF, we have executed this Consent as of the 23rd day of March, 2008.

Joseph P. Doxey

Joseph P. Doxey, President and CEO

Dennis Boudreaux

Dennis Boudreaux, Director

Exhibit - PART - 001

Main Identity

From: "Joseph P. Doxey" <[REDACTED]>
To: "Joseph P. Doxey" <[REDACTED]>
Sent: Tuesday, June 19, 2012 2:05 PM
Subject: Fw: Corporate Action Dates

----- Original Message -----

From: [Joseph P. Doxey](#)
To: [Joseph P. Doxey](#)
Sent: Sunday, January 15, 2012 4:30 PM
Subject: Fw: Corporate Action Dates

----- Original Message -----

From: [Joseph P. Doxey](#)
To: [Joseph P. Doxey](#)
Sent: Tuesday, November 22, 2011 12:43 PM
Subject: Corporate Action Dates

Corporate Action Dates

	Common Stock Issued & Outstanding	3 Classes Stock Authorized
September 11, 1989	Articles of Incorporation of Pure H2O Technologies, Inc.	
March 1, 1997	Certification Form 15C 2-11	
September 1, 2000	Certificate of the Designation Preferences, Rights, and the Series A Preferred Stock	Limitations of
December 31, 2004	49,947,685 1,000 Preferred A (JD 700) (EJ100) (DB100) (BK100)	50,000,000
February 28, 2005	Consent of Shareholders/Amendment filed to Increase the Authorized Common shares to:	300,000,000
March 31, 2005	80,143,139	
(April 30, 2005)	(139,893,139)	
December 31, 2005	299,925,139	
January 25, 2006	Series B Preferred Control (JD100)	10,000,000
February 28, 2006	Consent of Shareholders/Amendment filed to	
	Increase the Authorized Common Shares to:	6,000,000,000
	And increase the Authorized Preferred Stock to:	25,000,000
(March 10, 2006)	(2,257,473,987)	
(March 14, 2006)	(4,299,140,653)	
March 31, 2006	*Call Continental to verify	

12/13/2013

Exhibit - PHBT - 002

May 17, 2006	Consent of Shareholders/Amendment filed to Increase the Authorized Common Shares to: 50,000,000,000 And the authorized preferred is same: 25,000,000
June 30, 2006	5,492,382,653
July 24, 2006	Consent of Shareholders Reverse Split (1:500) 5,492,382,653 to 10,984,766
August 3, 2006	Notification Letter for Reverse Split sent to NASDAQ/ Transfer Agent (10day)
August 13, 2006	Amendment to the Articles will be filed with Secretary of State, Transmittal Letter/Company Notification Letter mailing by Transfer Agent/ National Distribution Press Release with new Stock Symbol.
October 9, 2007	956,275,655
December 31, 2007	4,056,275,655
March 3, 2008	Company approved Reverse Split 1-4500 (This reverse was only considered due to the fact that Big Apple Consultants would not return the shares held in escrow with their legal counsel and held the Company hostage by controlling our web-site. Prior to signing their agreements for a \$5million raise subscribed through their own PA fund under Reg. 506, the company's stock price was \$.52 cents per share. Big Apple was hired to bring the company to the next level - Amex as a reporting company. The Company stock price did reach a high of \$1.67 per share in the second year of trading. Big Apple intentionally brought the stock price from \$.52 down to \$.0001 without a bid price. There were numerous calls that we received from companies throughout the USA who were hurt the same way by Big Apple.
March 27, 2008	Effective Date Reverse Split 4,056,275,655 - 901,395 Damage Control- Big Apple Fraud - Letter to SEC
April 7, 2008	Written Consent of a Majority of Directors & Shareholders to Action in Lieu of Meeting Statement of Change Par to \$.00001
April 9, 2008	Articles of Amendment to the Articles of Incorporation Article IV par value \$.00001 Common & Preferred
April 23, 2008	Document Number: L15520 Florida Dept of State Uniform Business Report
October 14, 2008	20,852,739
December 31, 2008	103,174,167

Year Ending December 31, 2008103,174,167

01-06-09	11,000,000	Observation	114,174,167	dvac	1.100.	.0001	504
01-13-09	13,000,000	Observation	127,174,167	dvac	130.	.00001	504
01-15-09	14,000,000	Observation	141,174,167	dvac	140.	.00001	504 41m
01-20-09	500,000,000	JD & ED	941,174,167	1 cert	5000.	.00001	144
01-20-09	2,000,000	D. Boudreaux	643,174,167	1 cert	200.	.00001	144
01-20-09	2,000,000	B. Keihner	645,174,167	1 cert	200.	.00001	144
01-20-08	30,000,000	Observation Cap	675,174,167	dvac	300.	.00001	504 30m

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Main Identity

From: "Joseph P. Doxey" [REDACTED]
To: [REDACTED]
Sent: Tuesday, August 23, 2011 9:44 PM
Subject: Alexia P SEC Letter dated 082411

Pure H2O Bio-Technologies, Inc.
 [REDACTED]

Ms. Alexis Palascak, Senior Counsel
 U.S. Securities and Exchange Commission
 Division of Enforcement
 100 F Street, N.E.
 Washington, DC 20549-6631

August 24, 2011

Re: in the Matter of Pure H2O Bio-Technologies, Inc. (FD-11252)

Dear Ms. Palascak:

Please be advised that the documents that your office has requested as per your letter dated August 2011 are enclosed for your file. We have outlined all transactions between Pure H2O Bio-Technologies, Inc. and others, particularly, Observation Capital, LLC, that match or fall in between the described dates as itemized in your letter A-K dated October 14, 2008 through May 24, 2009.

Further, please be advised that we have included a sheet with 3 colors for easy understanding and viewing. Red is restricted Regulation 144 shares, Blue is freely tradable shares under Reg. 304 with exemptions offered in the State of Texas, and Green is stock that was erroneously issued with instructions to the transfer agent for electronic return of the shares or actual certificate cancellation.

This sheet includes the following headings: date of each transaction, number of shares issued, name of subscriber, aggregate balance amount of issued & outstanding shares, delivery of shares noted as either DTC electronic transfer or actual certificate, total dollar amount, price per share and comments.

We have further enclosed letters of understanding, agreements, subscription agreements, convertible promissory notes, emails, bank statements, trial balances, bank confirmations, copies of checks, instruction letters to Continental Stock Transfer & Trust Company and related DTC transfer information.

Further, as I mentioned to you on our conference telephone discussion this past Tuesday 08-23, you were made aware that Pure H2O Bio-Technologies, Inc. has never effected or opened a securities account with a broker-dealer or discount brokerage since its inception September 1989. Since September 11th, 2000 no insiders sold any shares that they held. Secondly, in regard to Pure H2O Bio-Technologies, Inc. holding business credit cards, we have not effected or secured a business credit card. In all financial matters in regard to credit cards, lines of credit from banks, or commercial loans were all effected and secured in my personal name for the benefit of our

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